

Bay Area Drums
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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 BILL LOCKYER, Attorney General
of the State of California
2 THEODORA BERGER, State Bar No. 050108
Assistant Attorney General
3 KEVIN JAMES, State Bar No. 111103
Deputy Attorney General
4 1515 Clay Street, 20th Floor
Oakland, California 94612-1413
5 Telephone: (510) 622-2100
Fax No.: (510) 622-2270
6
7 Attorneys for Plaintiff State of California
Department of Toxic Substances Control

8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 STATE OF CALIFORNIA DEPARTMENT OF
TOXIC SUBSTANCES CONTROL,

12 Plaintiff,

13 v.

No. C 00-4796 PJH

SETTLEMENT AGREEMENT
AND CONSENT DECREE

14 AEROJET-GENERAL CORPORATION; ALLIED-
15 SIGNAL, INCORPORATED; ALTERNATIVE
MATERIALS TECHNOLOGY, INCORPORATED
(for U.S. CELLULOSE); ASHLAND CHEMICAL,
16 INCORPORATED; CHEMCENTRAL
CORPORATION; CHEVRON U.S.A.,
17 INCORPORATED; COURTAULDS COATINGS,
INCORPORATED (for INTERNATIONAL PAINT
18 COMPANY); DELTA AIR LINES,
INCORPORATED; DORSETT & JACKSON,
19 INCORPORATED; THE DOW CHEMICAL
COMPANY; E.I. DuPONT de NEMOURS & CO.,
20 INCORPORATED; EUREKA CHEMICAL
COMPANY; EUREKA FLUID WORKS; FORD
21 MOTOR COMPANY; GENERAL MOTORS
CORPORATION; GREAT WESTERN
22 CHEMICAL COMPANY; HEWLETT-PACKARD
COMPANY; INTER-STATE OIL COMPANY;
23 INGERSOLL-RAND COMPANY (for SCHLAGE
LOCK COMPANY); INTEL CORPORATION;
24 INTERNATIONAL PAPER COMPANY (for
STECHER-TRAUNG-SCHMIDT); KAISER
25 ALUMINUM & CHEMICAL CORPORATION;
LITTON ELECTRON DEVICES (a division of
26 LITTON SYSTEMS, INCORPORATED);
LOCKHEED MARTIN CORPORATION (successor
27 to LOCKHEED MISSILES & SPACE COMPANY,
INCORPORATED); MAXUS ENERGY
28 CORPORATION (for OCCIDENTAL CHEMICAL

1 CORPORATION, successor to DIAMOND)
SHAMROCK CHEMICALS COMPANY, f.k.a.)
2 DIAMOND SHAMROCK CORPORATION);)
McKESSON HBOC, INCORPORATED;)
3 MONSANTO COMPANY; NI INDUSTRIES,)
INCORPORATED; NL INDUSTRIES,)
4 INCORPORATED; THE O'BRIEN)
CORPORATION (for FULLER-O'BRIEN PAINTS);)
5 OLYMPIAN OIL COMPANY; OWENS-ILLINOIS,)
INCORPORATED; PACIFIC GAS & ELECTRIC)
6 COMPANY; PENNZOIL-QUAKER STATE)
COMPANY; PUREGRO COMPANY; RAYCHEM)
7 CORPORATION; REDDING PETROLEUM,)
INCORPORATED; REDWOOD OIL COMPANY;)
8 REICHOLD CHEMICALS, INCORPORATED;)
REYNOLDS METALS COMPANY; R. J.)
9 McGLENNON COMPANY, INCORPORATED;)
ROCHESTER MIDLAND CORPORATION (for)
10 BYTECH CHEMICAL CORPORATION); ROHM)
& HAAS COMPANY; ROMIC ENVIRON-)
11 MENTAL TECHNOLOGIES CORPORATION)
(successor to ROMIC CHEMICAL)
12 CORPORATION); SANDOZ AGRO,)
INCORPORATED (for ZOECON CORPORATION);)
13 SAN FRANCISCO BAY AREA RAPID TRANSIT)
DISTRICT; SEQUA CORPORATION (for)
14 GENERAL PRINTING INK, a division of SUN)
CHEMICAL); SHELL OIL COMPANY; SIMPSON)
15 COATINGS GROUP, INCORPORATED;)
STANFORD UNIVERSITY; THE STERO)
16 COMPANY; SYNERGY PRODUCTION GROUP,)
INCORPORATED (d.b.a. HALEY JANITORIAL)
17 SUPPLY CO., INCORPORATED and WESTERN)
CHEMICAL COMPANY); SYNTEX (U.S.A.),)
18 INCORPORATED; TAP PLASTICS,)
INCORPORATED; TELEDYNE RYAN)
19 AERONAUTICAL, McCORMICK SELPH)
ORDNANCE UNIT (for TELEDYNE McCORMICK)
20 SELPH); TEXTRON, INCORPORATED; UNION)
OIL COMPANY OF CALIFORNIA; UNITED AIR)
21 LINES, INCORPORATED; UNITED STATES)
DEFENSE REUTILIZATION MARKETING)
22 SERVICE; UNITED TECHNOLOGIES)
CORPORATION; UNIVERSITY OF CALIFORNIA;)
23 VAN WATERS & ROGERS INCORPORATED;)
VOPAK DISTRIBUTION AMERICAS)
24 CORPORATION (f.k.a. UNIVAR CORPORA-)
TION); W.R. GRACE & COMPANY; and W.R.)
25 MEADOWS, INCORPORATED,)

26 Settling Defendants.)
27)
28)

INTRODUCTION

1
2 Plaintiff, the State of California Department of Toxic Substances Control
3 ("DTSC"), has filed a complaint (the "Complaint") in the United States District Court for the
4 Northern District of California (the "Court"), pursuant to the Comprehensive Environmental
5 Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq. The
6 Complaint names as defendants the members of the Bay Area Drum Site *Ad Hoc* Potentially
7 Responsible Party Group, an unincorporated association of sixty-five entities that are alleged to
8 have sent hazardous substances, or are alleged to be successors to entities that sent hazardous
9 substances, to the Bay Area Drum Property located at 1212 Thomas Avenue, San Francisco,
10 California, for treatment and/or disposal. (Unless otherwise specified, the parties named as
11 Defendants in the Complaint will be referred to, collectively, herein as the "Settling
12 Defendants.") Plaintiff and the Settling Defendants now enter into this Settlement Agreement
13 and Consent Decree (the "Consent Decree"), and move the Court to approve it and enter it as a
14 consent decree of the Court, in order to settle this action on the terms and conditions set forth
15 herein.

DEFINITIONS

16
17 A. All terms used in this Consent Decree that are defined in section 101 of
18 CERCLA, 42 U.S.C. § 9601, shall have the same meaning set forth in that section.

19 B. "Bay Area Drum Property" or "Property," as used in this Consent
20 Decree, shall refer to the real property located at 1212 Thomas Avenue, in the City and County
21 of San Francisco, California. A legal description and a map of the Property are attached hereto
22 as Exhibit A, and are incorporated herein by this reference.

23 C. "Bay Area Drum Site" or "Site," as used in this Consent Decree, shall
24 refer to the Property, and to any place nearby the Property where hazardous substances released
25 at or from the Property may have come to be deposited.

26 D. "DTSC," as used in this Consent Decree, shall mean DTSC; its
27 predecessors including, but not limited to, the Toxic Substances Control Program of the State of
28 California Department of Health Services; and its successors.

1 E. "DTSC's Response Costs," as used in this Consent Decree, shall include
2 all costs of "removal," "remedial action" or "response" (as those terms are defined by section
3 101 of CERCLA), incurred or to be incurred by DTSC in response to the release or threatened
4 release of hazardous substances at the Site, including prejudgment interest thereon through the
5 Effective Date. Said term shall include all costs that are not inconsistent with the National
6 Contingency Plan, 40 C.F.R. Part 300 ("NCP"), which may include, but not be limited to, direct
7 labor costs; contractor, consultant and expert costs; travel and any other out-of-pocket expenses;
8 the costs of identifying, developing evidence against, and pursuing claims against persons or
9 entities liable for the release or threatened release of hazardous substances at the Site; indirect
10 costs; oversight costs; applicable interest charges; and attorneys' fees.

11 F. "Effective Date," as used in this Consent Decree, shall be the date upon
12 which this Consent Decree is approved and entered by the Court.

13 G. "Feasibility Study and Remedial Action Plan" or "FS/RAP," as used in
14 this Consent Decree, shall refer to the Final Feasibility Study and Remedial Action Plan
15 approved by DTSC for the Site on August 14, 2000, pursuant to California Health and Safety
16 Code ("H&SC") section 25356.1.

17 H. "Non-Federal Settling Defendants," as used in this Consent Decree, shall
18 mean those parties identified in Exhibit B.

19 I. "Removal Action Work Plan" or "RAW," as used in this Consent Decree,
20 shall refer to the Final Soil Removal Action Work Plan, Eight Shafter Avenue Residential
21 Backyards, San Francisco, California, approved by DTSC on December 22, 1998, pursuant to
22 H&SC section 25356.1.

23 J. "Response Costs," as used in this Consent Decree, shall include DTSC's
24 Response Costs and all costs of "removal," "remedial action" or "response" (as those terms are
25 defined by section 101 of CERCLA), incurred or to be incurred by any of the Settling
26 Defendants in response to the release or threatened release of hazardous substances at the Site
27 that are consistent with the NCP, including pre-judgment interest thereon through the Effective
28 Date.

1 K. "Party" or "Parties," as used in this Consent Decree, shall mean one or all
2 of the parties to this Consent Decree, as indicated by the context in which that term is used.

3 L. "Settling Defendants," as used in this Consent Decree, shall mean the
4 Non-Federal Settling Defendants and the Settling Federal Agency.

5 M. "Settling Federal Agency," as used in this Consent Decree, shall mean the
6 United States Defense Reutilization and Marketing Service.

7 N. "United States," means the United States of America, including its
8 departments, agencies, and instrumentalities.

9 **RECITALS**

10 A. DTSC is the California state agency with primary jurisdiction over the
11 response to the release and threatened release of hazardous substances at the Site.

12 B. DTSC began to investigate the release and threatened release of hazardous
13 substances at the Site in or about 1982. Subsequent investigation of the soil ("s") at, and the
14 ground water ("gw") beneath, the Site revealed the presence of the following hazardous
15 substances: acenaphthene (gw); aldrin (s); anthracene (s); antimony (s); arsenic (gw,s); barium
16 (gw,s); benzene (gw,s); benzo(a)anthracene (s); benzo(b)fluoranthene (s); benzo(k)fluoranthene
17 (s); benzo(a)pyrene (s); benzoic acid (gw); a-BHC (s); b-BHC (s); d-BHC (gw); g-BHC(lindane)
18 (s); bis(2-ethylhexyl)phthalate (gw); butyl benzyl phthalate (s); cadmium (gw,s); carbon disulfide
19 (gw); chlordane (s); chlorobenzene (s); chromium (gw,s); chrysene (s); copper (gw,s); 4,4-DDD
20 (s); 4,4-DDE (s); 4,4-DDT (s); 1,2-dichlorobenzene (gw,s); 1,4-dichlorobenzene (s); 1,1-
21 dichloroethane (gw); 1,2-dichloroethane (gw,s); 1,2-dichloroethylene (gw,s); dieldrin (s); diethyl
22 phthalate (gw); 2,4-dimethylphenol (gw,s); di-n-octyl phthalate (s); endosulfan sulfate (s); endrin
23 (s); endrin aldehyde (s); ethylbenzene (gw,s); fluoranthene (gw); fluorene (gw); heptachlor
24 (gw,s); heptachlor epoxide (s); isophorone (s); lead (gw,s); mercury (gw,s); methoxychlor (s); 4-
25 methyl-2-pentanone (s); naphthalene (gw,s); nickel (gw,s); phenanthrene (s); polychlorinated
26 biphenyls (PCBs: arochlor 1016, 1221, 1232, 1242, 1248, 1254, 1260) (s); phenol (gw); pyrene
27 (s); selenium (gw); silver (gw,s); styrene (s); 1,1,2,2-tetrachloroethane (s); tetrachloroethylene
28 (i.e. perchloroethylene) (gw,s); thallium (gw); toluene (gw,s); toxaphene (s); 1,2,4-

1 trichlorobenzene (s); trichloroethylene (gw,s); vanadium (gw,s); vinyl chloride (gw); xylene
2 (gw,s); and zinc (gw,s).

3 C. Under DTSC's supervision, and pursuant to Consent Order No. HSA
4 95/96-060 (the "Consent Order"), issued by DTSC on March 14, 1996, the Settling Defendants
5 conducted a Remedial Investigation ("RI") and a Feasibility Study ("FS") for the Site. Pursuant
6 to the Consent Order, in 1996 the Settling Defendants also paid DTSC \$310,000.00 toward its
7 alleged Response Costs. Pursuant to DTSC's request, the Settling Defendants also conducted an
8 investigation of eight Shafter Avenue backyards that adjoin the Property; on December 22, 1998,
9 DTSC approved the RAW, which was based on the Settling Defendants' investigation. DTSC
10 approved the Settling Defendants' RI Report for the Site on March 22, 2000; the Settling
11 Defendants' final FS Report for the Site was incorporated into the FS/RAP. On August 14,
12 2000, DTSC approved the FS/RAP. A Notice of Determination that the FS/RAP had been
13 approved was filed by DTSC with the Governor's Office of Planning and Research on August 17,
14 2000.

15 D. DTSC and the Settling Defendants believe that the Settling Defendants
16 have performed all of their obligations under the Consent Order in a manner consistent with the
17 NCP.

18 E. DTSC has incurred, and will continue to incur, Response Costs. As of
19 September 30, 2000, DTSC's total unreimbursed Response Costs exceeded \$4,100,000. DTSC,
20 moreover, estimates that it will incur Response Costs in the future in excess of \$100,000. The
21 activities conducted by DTSC in response to the release and threatened release of hazardous
22 substances at the Site have included and will include supervision of soil, ground water and
23 surface water sampling at the Site; supervision of the preparation, by various Settling
24 Defendants, of the RI Report, the draft Soil Removal Action Work Plan, Eight Shafter Avenue
25 Residential Backyards, San Francisco, California, and the draft Feasibility Study/Remedial
26 Action Plan for the Site; review and approval of the RAW and the FS/RAP; and supervision of
27 the remediation of the Site.

28 F. The Complaint alleges:

- 1 1. that each of the Settling Defendants (or its predecessor) sent
2 hazardous substances to the Property for treatment and/or disposal;
- 3 2. that hazardous substances were released or threatened to be
4 released at the Site;
- 5 3. that removal and remedial action was and is necessary at and for
6 the Site to remove and remedy the hazardous substances released and threatened to be released at
7 the Site;
- 8 4. that DTSC incurred Response Costs conducting and supervising
9 removal and/or remedial activities in response to the release and threatened release of hazardous
10 substances at the Site; and
- 11 5. that each of the Settling Defendants is jointly and severally liable
12 to DTSC for all of its as yet unreimbursed Response Costs.

13 G. The Complaint seeks to recover all unreimbursed Response Costs that
14 have been and will be incurred by DTSC, and certain declaratory relief.

15 H. By entering into this Consent Decree, the Settling Defendants make no
16 admission of liability nor do they admit or acknowledge any causal or other relationship between
17 any of their activities, past or present, and any conditions at or around the Site, nor do the
18 Settling Defendants admit or acknowledge any legal responsibility, apart from that created by
19 this Consent Decree, for any such conditions or for remedying any contamination. The Settling
20 Defendants expressly deny any such relationship, liability or responsibility. By entering into this
21 Consent Decree, the Settling Defendants are not waiving any right, claim, remedy, cause of
22 action or defense in this or any other proceeding, except as explicitly stated in this Consent
23 Decree. Except as set forth in section 13 of this Consent Decree, this Consent Decree expressly
24 does not create any rights and/or obligations to third parties. Except as expressly provided
25 herein, nothing in this Consent Decree shall be taken as an admission by the Settling Defendants
26 of the truth of any statement of fact or conclusion of law in this or any other proceeding.

27 I. Each of the Parties to this Consent Decree represents and acknowledges
28 that, in deciding whether to enter into this Consent Decree, it has not relied on any statement of

1 fact, statement of opinion, or representation, express or implied, made by any other Party. Each
2 of the Parties to this Consent Decree has investigated the subject matter of this Consent Decree to
3 the extent necessary to make a rational and informed decision to execute it, and has had the
4 opportunity to consult independent counsel.

5 J. DTSC and the Settling Defendants agree that settlement without further
6 litigation and without the admission or adjudication of any issue of fact or law is the most
7 appropriate means of resolving this action with respect to the Settling Defendants. This Consent
8 Decree was negotiated and executed by DTSC and the Settling Defendants in good faith to avoid
9 prolonged and complicated litigation. DTSC, moreover, has negotiated and executed this
10 Consent Decree to further the public interest.

11
12 The Court, on the motion and with the consent of each of the Parties, hereby
13 ORDERS, ADJUDGES AND DECREES as follows:

14
15 1. **JURISDICTION**

16 The Court has subject matter jurisdiction over the matters alleged in this action
17 pursuant to 28 U.S.C. section 1331 and 42 U.S.C. section 9613(b) and personal jurisdiction over
18 each of the parties to this Consent Decree. Venue is appropriate in this district pursuant to 42
19 U.S.C. section 9613(b). The Court, further, has the authority to enter this Consent Decree as a
20 consent decree of the Court.

21 2. **SETTLEMENT OF DISPUTED CLAIMS**

22 2.1 This Consent Decree represents a fair, reasonable and equitable settlement
23 of the matters addressed herein.

24 2.2 For the purposes of this Consent Decree, the Settling Defendants admit
25 none of the allegations of the Complaint. Nothing in this Consent Decree shall be construed as
26 an admission of any issue of law or fact or of any violation of law. The Settling Defendants
27 expressly deny any relationship between any of their activities and any conditions at the Site, and
28 expressly deny any liability with respect to any Site conditions. Notwithstanding the foregoing,

1 the Settling Defendants acknowledge their responsibility pursuant to this Consent Decree to
2 perform those acts they have agreed to undertake in this Consent Decree, and shall not deny such
3 responsibility in any proceeding brought by DTSC to enforce this Consent Decree.

4 2.3 Except as set forth in sections 3.11, 6.4, 9.1, 9.3 and 9.4 of this Consent
5 Decree, nothing in this Consent Decree shall prejudice, waive, or impair any right, remedy or
6 defense that the Settling Defendants may have in any other or further legal proceeding. Nothing
7 in this section shall affect the covenant not to sue set forth in section 8.1 of this Consent Decree.

8 3. **REMEDATION**

9 3.1 Subject to the limitations set forth in sections 3.2 and 5.6, below, the Non-
10 Federal Settling Defendants shall implement the RAW and the FS/RAP, as approved by DTSC.
11 A copy of the portion of the RAW known as the "Selection of the Preferred Alternative and
12 Work Plan" is attached hereto as Exhibit C and is incorporated herein by this reference. A copy
13 of the portion of the FS/RAP known as the "Remedial Action Summary" is attached hereto as
14 Exhibit D and is incorporated herein by this reference.

15 3.2 The Non-Federal Settling Defendants' obligation to implement the RAW
16 pursuant to this Consent Decree is conditioned upon access being granted for the purpose of
17 implementing the RAW by the owners of the eight Shafter Avenue Properties described in the
18 RAW. The Non-Federal Settling Defendants' obligation to implement the RAW with respect to
19 any one of the eight Shafter Avenue Properties shall terminate if such access has not been
20 provided to the Non-Federal Settling Defendants within seven (7) days of the date that the Non-
21 Federal Settling Defendants begin performing field work at the Site in accordance with the
22 approved "Remedial Design and Implementation Plan" described in section 3.4, below. The
23 Non-Federal Settling Defendants, moreover, shall have no obligation to implement the FS/RAP,
24 pursuant to this Consent Decree, unless and until access to the Property for the purpose of
25 implementing the FS/RAP is offered to the Non-Federal Settling Defendants, on reasonable
26 terms, by the owner(s) of the Property or their authorized representative(s), or is otherwise
27 secured.

28 3.3 Subject to the limitations set forth in section 3.2, above, the RAW and the

1 FS/RAP shall be implemented under the direction and supervision of either a State of California
2 licensed professional engineer or a State of California registered engineering geologist, as
3 required by the California Business and Professions Code. The Non-Federal Settling Defendants
4 shall, within fifteen (15) days of the Court's entry of this Consent Decree as a consent decree of
5 the Court, specify in writing to DTSC the name of the State of California licensed professional
6 engineer or registered engineering geologist who will direct and supervise the Non-Federal
7 Settling Defendants' implementation of the FS/RAP.

8 3.4 As soon as reasonably possible after this Consent Decree is approved and
9 entered by the Court, and in no event later than forty-five (45) days from service of notice of
10 such approval and entry, the Non-Federal Settling Defendants shall prepare and submit to DTSC,
11 for its review and approval, a "Remedial Design and Implementation Plan" (the "Remedial
12 Design"), as described in the FS/RAP.

13 3.5 If DTSC determines that the Remedial Design submitted by the Non-
14 Federal Settling Defendants pursuant to section 3.4, above, fails to comply with the RAW and
15 the FS/RAP, or fails adequately to protect public health and safety or the environment, DTSC
16 may:

17 (1) modify the Remedial Design as it deems necessary and approve the
18 Remedial Design as modified; or

19 (2) return comments to the Non-Federal Settling Defendants with
20 recommended changes to the Remedial Design and a date by which the Non-Federal Settling
21 Defendants must submit to DTSC a revised Remedial Design incorporating the recommended
22 changes.

23 Any modifications, comments or other directives issued by DTSC, pursuant to this section, will
24 be deemed incorporated into this Consent Decree, subject to the limitations of section 3.13,
25 below. The Remedial Design for the Site approved by DTSC, or approved as modified pursuant
26 to this section by DTSC, shall be deemed incorporated into this Consent Decree.

27 3.6 The removal of soils containing hazardous substances from the Site, as
28 provided for in the RAW and the FS/RAP, shall begin as soon as reasonably possible after DTSC

1 approves a Remedial Design for the Site.

2 3.7 The FS/RAP provides that the Non-Federal Settling Defendants shall
3 enhance the natural biological degradation of the hazardous substances in the ground water
4 beneath the Site by placing into that ground water oxygen-releasing compounds that will
5 promote such natural biological degradation. This portion of the FS/RAP shall be implemented
6 under the direction and supervision of a State of California licensed professional geologist. The
7 Non-Federal Settling Defendants shall, within fifteen (15) days of the Court's entry of this
8 Consent Decree as a consent decree of the Court, specify in writing to DTSC the name of the
9 State of California licensed professional geologist who will direct and supervise the Non-Federal
10 Settling Defendants' placement of oxygen-releasing compounds into the ground water beneath
11 the Site.

12 3.8 Subject to the limitations set forth in section 3.2, above, the Non-Federal
13 Settling Defendants shall remove soils containing hazardous substances from the Site, as
14 provided for by the RAW and the FS/RAP, in accordance with a Site Health and Safety Plan (the
15 "Health and Safety Plan"), governing, among other things, the removal of such soils, to be
16 approved by DTSC. The Non-Federal Settling Defendants shall place oxygen-releasing
17 compounds into the ground water beneath the Site, as provided for by the FS/RAP, in accordance
18 with the Health and Safety Plan, which shall also govern such placement. Upon DTSC approval,
19 the Health and Safety Plan shall be deemed incorporated into this Consent Decree.

20 3.9 Within ninety (90) days of completing the removal of soils containing
21 hazardous substances, as provided for by the RAW and the FS/RAP, or within ninety (90) days
22 of completing the initial placement of oxygen-releasing compounds into the ground water
23 beneath the Site, as provided for by the FS/RAP, whichever is completed later, the Non-Federal
24 Settling Defendants shall submit for DTSC review and approval an Implementation Report
25 documenting the removal of soils containing hazardous substances in accordance with this
26 Consent Decree, the RAW, the FS/RAP, the Remedial Design, and the Health and Safety Plan,
27 and documenting the placement of such compounds into the ground water beneath the Site in
28 accordance with this Consent Decree, the FS/RAP, the Remedial Design, and the Health and

1 Safety Plan. The Implementation Report shall include the certification of the State of California
2 licensed professional engineer or registered engineering geologist directing and supervising the
3 Non-Federal Settling Defendants' implementation of the RAW and the FS/RAP that soils
4 containing hazardous substances have been removed in accordance with this Consent Decree, the
5 RAW, the FS/RAP, the Remedial Design, and the Health and Safety Plan. The Implementation
6 Report also shall include the certification of the State of California licensed professional
7 geologist directing and supervising the Non-Federal Settling Defendants' placement of oxygen-
8 releasing compounds into the ground water beneath the Site that such placement has been
9 conducted in accordance with this Consent Decree, the FS/RAP, the Remedial Design and the
10 Health and Safety Plan.

11 3.10 If DTSC determines that the Implementation Report submitted by the
12 Non-Federal Settling Defendants pursuant to section 3.9, above, fails adequately to document
13 that the Non-Federal Settling Defendants removed soils containing hazardous substances in
14 accordance with this Consent Decree, the RAW, the FS/RAP, the Remedial Design, and the
15 Health and Safety Plan, or fails adequately to document that the Non-Federal Settling Defendants
16 placed oxygen-releasing compounds into the ground water beneath the Site in accordance with
17 this Consent Decree, the FS/RAP, the Remedial Design and the Health and Safety Plan, DTSC
18 may:

19 (i) modify the Implementation Report as it deems necessary and approve the
20 Implementation Report as modified; or

21 (ii) return comments to the Non-Federal Settling Defendants with
22 recommended changes to the Implementation Report and a date by which the Non-Federal
23 Settling Defendants must submit to DTSC a revised Implementation Report incorporating the
24 recommended changes.

25 Any modifications, comments or other directives issued by DTSC, pursuant to this section, will
26 be deemed incorporated into this Consent Decree, subject to the limitations of section 3.13,
27 below. In its written approval of a final Implementation Report for the Site, DTSC shall, to the
28 extent that the activities undertaken by the Non-Federal Settling Defendants pursuant to section 3

1 of this Consent Decree have been consistent with the NCP, state its belief that the Non-Federal
2 Settling Defendants' performance of those activities was consistent with the NCP.

3 3.11 The FS/RAP provides for the performance, concurrent with and
4 subsequent to the removal of soils containing hazardous substances from the Site and the
5 placement of oxygen-releasing compounds into the ground water beneath the Site, of long-term
6 ground water monitoring at the Site. In consideration for the covenant not to sue set forth in
7 section 8.1 of this Consent Decree, the Non-Federal Settling Defendants agree: (a) to conduct
8 ground water monitoring, and other monitoring and maintenance activities, at and for the Site, as
9 set forth in the draft Ground Water Operations Monitoring and Maintenance Agreement ("O/M
10 Agreement"), attached hereto as exhibit E and incorporated herein by this reference; and (b) to
11 execute a Ground Water Operations Monitoring and Maintenance Agreement for the Site
12 substantially in the form of the O/M Agreement attached hereto as Exhibit E upon DTSC's
13 approval of a Ground Water Operations Monitoring and Maintenance Plan for the Site, to be
14 submitted by Respondents pursuant to this Consent Decree and the FS/RAP. The Non-Federal
15 Settling Defendants agree not to seek any consideration or compensation from DTSC for their
16 execution of such a Ground Water Operations Monitoring and Maintenance Agreement, apart
17 from the covenant not to sue set forth in section 8.1 of this Consent Decree, and hereby waive
18 any right, claim or cause of action for any such consideration or compensation.

19 3.12 The Non-Federal Settling Defendants shall conduct all activities required
20 by this Consent Decree in compliance with all applicable state, local and federal requirements
21 including, but not limited to, requirements to obtain permits and to assure worker safety.

22 3.13 If DTSC determines, pursuant either to section 3.5 or to section 3.10,
23 above, that either the Remedial Design submitted to DTSC pursuant to section 3.4, above, or the
24 Implementation Report submitted to DTSC pursuant to section 3.9, above, requires any
25 modification, comment or directive, DTSC shall make a good faith effort to resolve informally
26 the alleged deficiencies with the Non-Federal Settling Defendants. In the event that the Non-
27 Federal Settling Defendants do not agree with DTSC's approval of a Remedial Design as
28 unilaterally-modified pursuant to section 3.5, above, or with DTSC's approval of an

1 Implementation Report as unilaterally-modified pursuant to section 3.10, above, the Non-Federal
2 Settling Defendants may appeal such approval to the Chief of DTSC's Statewide Cleanup
3 Operations Division. Such an appeal shall be made within thirty (30) days of the Non-Federal
4 Settling Defendants' receipt of an approved as unilaterally-modified Remedial Design, or an
5 approved as unilaterally-modified Implementation Report. The Division Chief shall decide
6 whether the Remedial Design or Implementation Report at issue will remain approved as
7 modified, or whether it will be returned to the Non-Federal Settling Defendants for a further
8 opportunity to modify it in a manner that addresses DTSC's concerns on a reasonable schedule to
9 be determined by the Division Chief. The Division Chief's decision shall be DTSC's final
10 determination of the matter. In any proceeding brought by DTSC to enforce any unilaterally-
11 modified term(s) of an approved as unilaterally-modified Remedial Design, or an approved as
12 unilaterally-modified Implementation Report, the Non-Federal Settling Defendants may preclude
13 enforcement of such term(s) by demonstrating that they appealed the approval as unilaterally-
14 modified of the Remedial Design or the Implementation Report at issue to the Division Chief,
15 and that his or her decision that the Remedial Design or the Implementation Report at issue
16 would remain approved as unilaterally-modified was an abuse of his or her discretion.

17 4. **STATE GOVERNMENT LIABILITIES**

18 Neither DTSC nor any other agency of the State of California shall be liable for
19 any injuries or damages to persons or property resulting from acts or omissions by the Settling
20 Defendants in carrying out activities pursuant to this Consent Decree, nor shall DTSC or any
21 other agency of the State of California be held as a party to any contract entered into by the
22 Settling Defendants or their agents in securing access to the Site or in carrying out activities
23 pursuant to this Consent Decree.

24 5. **PAYMENT OF PAST COSTS**

25 5.1 Pursuant to sections 5.2 to 5.6, below, the Settling Defendants shall pay
26 DTSC the sum of one million seven hundred twenty-five thousand dollars (\$1,725,000) towards
27 Response Costs.

28 5.2 **Payment by Non-Federal Settling Defendants:** Within sixty (60) days of

1 the Effective Date, the Non-Federal Settling Defendants shall pay to DTSC the sum of
2 \$1,409,506.00, for reimbursement of DTSC's Response Costs. Payment under this section shall
3 be made by certified or cashier's check made payable to Cashier, California Department of Toxic
4 Substances Control, bearing on its face both the docket number of this proceeding and the phrase
5 "Site No. 200011." That payment shall be sent to:

6 Department of Toxic Substances Control
7 Accounting/Cashier
8 400 P Street, 4th Floor
9 P.O. Box 806
10 Sacramento, CA 95812-0806

11 A copy of the check shall be mailed to:

12 Barbara Cook, P.E.
13 Department of Toxic Substances Control
14 Northern California--Coastal Cleanup Operations
15 700 Heinz Avenue, Suite 200
16 Berkeley, CA 94710

17 5.3 Payment by the United States: As soon as reasonably possible after the
18 Effective Date, the United States, on behalf of the Settling Federal Agency, shall pay to DTSC
19 the sum of \$315,494, for reimbursement of Response Costs. Payment under this section shall be
20 made by certified or cashier's check made payable to Cashier, California Department of Toxic
21 Substances Control, bearing on its face both the docket number of this proceeding and the phrase
22 "Site No. 200011." That payment shall be sent to:

23 Department of Toxic Substances Control
24 Accounting/Cashier
25 400 P Street, 4th Floor
26 P.O. Box 806
27 Sacramento, CA 95812-0806

28 A copy of the check shall be mailed to:

29 Barbara Cook, P.E.
30 Department of Toxic Substances Control
31 Northern California--Coastal Cleanup Operations
32 700 Heinz Avenue, Suite 200
33 Berkeley, CA 94710

34 5.4 In the event that the payment required under section 5.3 is not made within
35 180 days of the Effective Date, interest on the unpaid balance(s) shall be paid at the rate
36 established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the

1 181st day after the Effective Date, and accruing through the date of the payment(s).

2 5.5 The Parties to this Consent Decree recognize and acknowledge that the
3 payment obligations of the United States under this Consent Decree can only be paid from
4 appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be
5 interpreted or construed as a commitment or requirement that the United States obligate or pay
6 funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable
7 provision of law.

8 5.6 Except as set forth in sections 7.1 and 7.2, performance of the payment
9 made by the United States pursuant to section 5.3 is in full settlement of United States' alleged
10 liabilities in connection with the Site. Accordingly, the United States is not subject to the
11 provisions set forth in sections 3.2. to 3.13 and 6.1 to 6.4 of this Consent Decree.

12 6. **PAYMENT OF COSTS INCURRED BY DTSC SUBSEQUENT TO**
13 **ENTRY OF CONSENT ORDER**

14 6.1 Subsequent to the entry of this Consent Decree as a consent decree of the
15 Court, DTSC shall notify the Non-Federal Settling Defendants in writing quarterly of the
16 Response Costs it contends that it incurred during the previous quarter. DTSC shall notify the
17 Non-Federal Settling Defendants of the Response Costs it contends that it incurred between July
18 1 and September 30 of any calendar year on or before December 31 of the same calendar year.
19 DTSC shall notify the Non-Federal Settling Defendants of the Response Costs it contends that it
20 incurred between October 1 and December 31 of any calendar year on or before March 31 of the
21 following calendar year. DTSC shall notify the Non-Federal Settling Defendants of the
22 Response Costs it contends that it incurred between January 1 and March 31 of any calendar year
23 on or before June 30 of the same calendar year. DTSC shall notify the Non-Federal Settling
24 Defendants of the Response Costs it contends that it incurred between April 1 and June 30 of any
25 calendar year on or before October 31 of the same calendar year. DTSC's obligations under this
26 section shall begin with the first quarter that ends after the entry of this Consent Decree as a
27 consent decree of the Court; DTSC shall notify the Non-Federal Settling Defendants of the
28 Response Costs that it contends that it incurred during that quarter, subsequent to the entry of the

1 Consent Decree as a consent decree of the Court, in accordance with the schedule set forth in this
2 section.

3 6.2 The Non-Federal Settling Defendants shall pay any Response Costs
4 actually incurred by DTSC, subsequent to the entry of this Consent Decree as a consent decree of
5 the Court, that are incurred in a manner not inconsistent with the NCP, and that are included in
6 the quarterly notices to the Non-Federal Settling Defendants required by section 6.1, above. The
7 Non-Federal Settling Defendants shall pay such Response Costs on a quarterly basis, within sixty
8 (60) days of receipt of each notice sent by DTSC pursuant to section 6.1, above. Each such
9 payment shall be made by check, made payable to "DTSC Accounting," and shall bear on its
10 face both the docket number of this action and the phrase "Site Code 200011." Each check shall
11 be sent to Cashier, DTSC Accounting, P.O. Box 806, Sacramento, CA 95812-0806.

12 6.3 In the event that the Non-Federal Settling Defendants (or any one of them)
13 dispute any amount included or set forth in any quarterly notice sent by DTSC pursuant to
14 section 6.1, above, the Non-Federal Settling Defendants shall notify DTSC in writing within
15 thirty (30) days of receipt of the notice. In such event, one or more representatives of the Non-
16 Federal Settling Defendants and one or more DTSC representatives shall meet within thirty (30)
17 days of the Non-Federal Settling Defendants' written notice to DTSC of their desire to dispute
18 the amount included or set forth in DTSC's quarterly notice; the representatives shall attempt, in
19 good faith, to resolve the dispute between DTSC and the Non-Federal Settling Defendants
20 regarding said amount.

21 6.4 In the event that the representatives of DTSC and the Non-Federal Settling
22 Defendants are unable to resolve a dispute between DTSC and the Non-Federal Settling
23 Defendants regarding an amount included or set forth in a quarterly notice sent by DTSC
24 pursuant to section 6.1, above, DTSC and the Non-Federal Settling Defendants shall have all
25 rights, remedies and defenses conferred upon them by law with respect to said dispute.
26 Specifically, DTSC shall have the right to assert any claim or cause of action for recovery of any
27 Response Costs that it has incurred, or may incur in the future, subsequent to the entry of this
28 Consent Decree as a consent decree of the Court. The Non-Federal Settling Defendants shall

1 retain all of their rights and defenses with respect to any such claim or cause of action, including
2 the right to contend that some or all of the costs sought by DTSC: were not, in fact, incurred by
3 DTSC; did not constitute Response Costs, as that term is defined in this Consent Decree; and/or
4 were incurred in a manner inconsistent with the NCP. Notwithstanding the foregoing, however,
5 the Non-Federal Settling Defendants waive their right to contend, in any action or proceeding
6 brought by DTSC to recover Response Costs allegedly incurred by DTSC, subsequent to the
7 entry of this Consent Decree as a consent decree of the Court, that they are not liable to DTSC
8 for the Response Costs actually incurred by DTSC, subsequent to the entry of this Consent
9 Decree as a consent decree of the Court, that are or were incurred in a manner not inconsistent
10 with the NCP.

11 7. **RESERVATION OF RIGHTS**

12 7.1 Except as expressly provided in this Consent Decree, nothing in the
13 Consent Decree is intended, nor shall be construed, to preclude DTSC from exercising its
14 authority under any law, statute or regulation. Furthermore, nothing in this Consent Decree is
15 intended, nor shall be construed, to preclude any state agency, department, board or entity, other
16 than DTSC, or any federal or local agency, department, board or entity, from exercising its
17 authority under any law, statute or regulation.

18 7.2 Notwithstanding any other provision in this Consent Decree, DTSC
19 reserves the right to institute proceedings in this action or in a new action, seeking to compel any
20 of the Settling Defendants to perform additional removal or remedial activities at the Site, and/or
21 seeking further reimbursement of DTSC's Response Costs (incurred as a result of the
22 circumstances set forth below), if

23 (a) conditions previously unknown to DTSC, for which that Settling
24 Defendant is liable under any statute or law, are discovered at the Site after the entry of the
25 Consent Decree, and these conditions indicate that (1) a hazardous substance has been or is
26 being released at the Site or there is a threat of such release into the environment and (2) the
27 response performed at the Site is not protective of human health and the environment, or;

28 (b) DTSC receives information after the entry of the Consent Decree that was

1 not available to DTSC at the time the Consent Decree was entered, concerning matters for which
2 that Settling Defendant is liable, and that information indicates, and the Director of DTSC
3 determines, that the response performed at the Site is not protective of human health and the
4 environment.

5 8. **COVENANT NOT TO SUE BY DTSC**

6 8.1 Except as specifically provided in sections 6.4 and 7.2, above, and in
7 section 8.4, below, and except as may be necessary to enforce the terms of this Consent Decree,
8 as of the date this Consent Decree is entered as a consent decree of the Court, DTSC covenants
9 not to sue the Settling Defendants pursuant to CERCLA, pursuant to the California Hazardous
10 Substance Account Act ("HSAA"), California Health and Safety Code sections 25300 et seq., or
11 pursuant to any other statute or regulation or common law theory, to: (1) recover DTSC's
12 Response Costs; or (2) require the Settling Defendants to conduct removal or remedial activities
13 in response to the release or threatened release of hazardous substances at the Site.

14 8.2 Except as specifically provided in sections 6.4 and 7.2, above, and in
15 section 8.4, below, upon the Non-Federal Settling Defendants' full performance of their
16 obligations under this Consent Decree, this Consent Decree constitutes and will be treated as a
17 full and complete defense to, and forever will be a complete bar to, the commencement of
18 prosecution of any claims, causes of action or forms of relief described in section 8.1, above, by
19 DTSC against the Non-Federal Settling Defendants.

20 8.3 Except as specifically provided in section 7.2, above, and in section 8.4,
21 below, upon the Settling Federal Agency's payment as provided in section 5.3, this Consent
22 Decree constitutes and will be treated as a full and complete defense to, and forever will be a
23 complete bar to, the commencement of prosecution of any claims, causes of action or forms of
24 relief described in section 8.1, above, by DTSC against the Settling Federal Agency.

25 8.4 The covenant not to sue set forth in section 8.1, above, does not pertain to
26 any matters other than those expressly specified therein. DTSC reserves, and this Consent
27 Decree is without prejudice to, all rights, claims and causes of action DTSC may have against the
28 Settling Defendants with respect to all other matters.

1 9. **COVENANTS NOT TO SUE BY THE SETTling DEFENDANTS**

2 9.1 The Settling Defendants covenant not to sue, and agree not to assert any
3 claims or causes of action against, DTSC, or its contractors or employees, for any costs or
4 damages they might incur, or for any injuries or losses they might suffer, as a result of their
5 performance of the requirements of this Consent Decree. The Settling Defendants further
6 covenant not to sue, and agree not to assert any claims or causes of action against, DTSC, or its
7 contractors or employees, for contribution of any costs they have incurred, or may incur in the
8 future, conducting removal or remedial activities at and for the Site.

9 9.2 Notwithstanding section 9.1 of this Consent Decree, in the event that
10 DTSC seeks to require the Settling Defendants to perform further removal or remedial activities
11 at or for the Site pursuant to section 7.2 of this Consent Decree, or in the event that DTSC seeks
12 further reimbursement of Response Costs pursuant to section 7.2 of this Consent Decree, the
13 Settling Defendants may assert against DTSC any right, claim or cause of action for contribution
14 of such further removal or remedial activities, or of such further Response Costs, authorized by
15 statute or common law, and DTSC may assert against the Settling Defendants any defenses
16 authorized by statute or common law to any such right, claim or cause of action. Moreover,
17 notwithstanding section 9.1 of this Consent Decree, the Settling Defendants do not waive any
18 claims against DTSC that may arise subsequent to the entry of this Consent Decree as a result of
19 acts undertaken by DTSC in excess of its legal authority, or as a result of acts or omissions of
20 DTSC employees that recklessly or intentionally cause injury to the Settling Defendants'
21 employees or tangible property, or to the employees or tangible property of the Settling
22 Defendants' agents.

23 9.3 Subject to the provision set forth in section 9.4, the Non-Federal Settling
24 Defendants hereby forever release, discharge, and covenant and agree not to assert (by way of
25 commencement of an action, the joinder of the United States in an existing action or in any other
26 fashion) any and all claims, causes of action, suits, or demands of any kind whatsoever in law or
27 in equity which it may have had, or hereafter have, including, but not limited to, claims under
28 CERCLA sections 107 and 113, against the United States for the "Matters Addressed" in this

1 Consent Decree, as that term is defined in Section 10.2.1.

2 9.4 The United States hereby releases and covenants not to sue the Non-
3 Federal Settling Defendants for "Matters Addressed" in this Consent Decree, as that term is
4 defined in section 10.2.1, except the United States specifically reserves its right to assert against
5 Non-Federal Settling Defendants any claims or actions regarding the Site brought on behalf of
6 the United States Environmental Protection Agency or a natural resource trustee. In such event,
7 the releases and covenants provided in sections 9.3 and 9.4 shall have no effect to the extent of
8 the claims brought by EPA or a natural resource trustee and the Settling Defendants reserve all
9 claims and defenses as to those claims.

10 10. **EFFECT OF CONSENT DECREE**

11 10.1 This Consent Decree constitutes the resolution of the Settling Defendants'
12 liability to DTSC in a judicially approved settlement within the meaning of section 113(f)(2) of
13 CERCLA, 42 U.S.C. section 9613(f)(2). This Consent Decree requires the Non-Federal Settling
14 Defendants to complete the remediation of the hazardous substances released at the Site by
15 implementing the RAW and the FS/RAP, and by executing and complying with a Ground Water
16 Operations Monitoring and Maintenance Agreement. This Consent Decree also requires the
17 Settling Defendants to make a significant contribution towards DTSC's Response Costs.

18 10.2 Provided that the Non-Federal Settling Defendants perform their
19 obligations under this Consent Decree, the Non-Federal Settling Defendants shall be entitled, as
20 of the date this Consent Decree is entered as a consent decree of the Court, to protection against
21 all claims for contribution, pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. section
22 9613(f)(2), for the "Matters Addressed" by this Consent Decree, to the fullest extent permitted by
23 law. The "Matters Addressed" by this Consent Decree are all actions taken or to be taken by
24 DTSC, by any of the Settling Defendants, or by any third person or entity not a party to this
25 Consent Decree, in response to the release or threatened release of hazardous substances at the
26 Site, and all costs incurred or to be incurred by DTSC, by any of the Settling Defendants, or by
27 any third person or entity not a party to this Consent Decree, in response to said release or
28 threatened release.

1 10.3 Provided that the United States makes the payment pursuant to section 5.3
2 of this Consent Decree, the Settling Federal Agency shall be entitled, as of the date this Consent
3 Decree is entered as a consent decree of the Court, to protection against all claims for
4 contribution, pursuant to section 113(f)(2) of CERCLA, 42 U.S.C. section 9613(f)(2), for the
5 "Matters Addressed" by this Consent Decree, to the fullest extent permitted by law. The
6 "Matters Addressed" by this Consent Decree are all actions taken or to be taken by DTSC, by
7 any of the Settling Defendants, or by any third person or entity not a party to this Consent
8 Decree, in response to the release or threatened release of hazardous substances at the Site, and
9 all costs incurred or to be incurred by DTSC, by any of the Settling Defendants, or by any third
10 person or entity not a party to this Consent Decree, in response to said release or threatened
11 release.

12 10.4 Without limiting sections 10.2 and 10.3 hereof, this Consent Decree
13 shall, to the fullest extent permitted by law, prevent the Settling Defendants from being held
14 liable to any third person or entity not a party to this Consent Decree for any claims for
15 contribution, indemnity or the like, asserted under any federal, state or common law, arising out
16 of or related to any response, cleanup, removal or remedial actions or costs, which such third
17 persons or entities may take, incur or defray at any time in response to the release or threatened
18 release of hazardous substances at the Site.

19 10.5 Except as specifically provided in this Consent Decree, nothing in this
20 Consent Decree is intended, nor shall be construed, to waive, release or otherwise affect any
21 right, claim or cause of action held by any Party against, or to provide a covenant not to sue to,
22 any third person or entity not a party to this Consent Decree, or to in any way limit, restrict, or
23 impair the right of any Party to assert rights, claims, causes of actions and defenses against any
24 third person or entity not a party to this Consent Decree, including without limitation the right to
25 seek payment, reimbursement, contribution or indemnity from such persons or entities for
26 obligations incurred or to be incurred, or actions taken or to be taken, under this Consent Decree.
27 Except as specifically provided in this Consent Decree, the Parties expressly reserve any rights,
28 claims, or causes of actions they might have against any third person or entity not a party to this

1 Consent Decree.

2 11. **NOTIFICATION**

3 Notification to or communication among the Parties as required or provided for in
4 this Consent Decree shall be addressed as follows:

5 As to DTSC:

6 Barbara Cook, P.E.
7 Department of Toxic Substances Control
8 Northern California--Coastal Cleanup Operations
9 700 Heinz Avenue, Suite 200
10 Berkeley, CA 94710

9 As to Non-Federal Settling Defendants:

10 Nicholas W. van Aelstyn, Esq.
11 Heller Ehrman White & McAuliffe L.L.P.
12 333 Bush Street
13 San Francisco, CA 94104-2878

13 As to Federal Settling Agency:

14 Chief, Environmental Defense Section
15 United States Department of Justice
16 Environment and Natural Resources Division
17 P.O. Box 23986
18 Washington, D.C. 20026-3986

17 12. **MODIFICATION OF SETTLEMENT AGREEMENT AND**
18 **CONSENT DECREE**

19 This Consent Decree may only be modified upon the written approval of the
20 Parties and the Court. DTSC and the Settling Defendants may, however, agree informally to
21 modify the time period for completion of any activities required by this Consent Decree without
22 seeking a formal modification of the Consent Decree from the Court. Any informal modification
23 of the time period for completion of any activities required by this Consent Decree shall be set
24 forth by the Parties in writing. DTSC and the Settling Defendants also may agree to modify any
25 Ground Water Operations Monitoring and Maintenance Agreement into which they enter,
26 without seeking a formal modification of this Consent Decree from the Court, by complying with
27 any provision in that Agreement governing its modification. Nothing in this section is intended,
28 nor shall be construed, to limit or otherwise affect DTSC's right, pursuant to sections 3.5 and

1 3.10 of this Consent Decree, unilaterally to modify the Remedial Design and the Implementation
2 Report to be submitted by the Non-Federal Settling Defendants to DTSC pursuant to sections 3.4
3 and 3.9 of this Consent Decree.

4 13. **APPLICATION OF CONSENT DECREE**

5 This Consent Decree shall apply to and be binding upon DTSC, each of the
6 Settling Defendants, and each of their respective successors and assigns. The provisions of this
7 Consent Decree shall inure to the benefit of DTSC, each of the Settling Defendants, and each of
8 their respective successors and assigns. The provisions of this Consent Decree shall also inure to
9 the benefit of the officers, directors, employees and agents of each of the Settling Defendants, in
10 their capacities as such. This Consent Decree, however, does not settle, resolve or otherwise
11 affect any claims for relief or causes of action DTSC has made or asserted, or which DTSC could
12 make or assert in the future, against any of the officers, directors, employees or agents of the
13 Settling Defendants, for any of the matters set forth in section 8.1 of this Consent Decree, that
14 does not arise out of the status of the officer, director, employee or agent of a Settling Defendant
15 as an officer, director, employee or agent of a Settling Defendant.

16 14. **AUTHORITY TO ENTER**

17 Each signatory to this Consent Decree certifies that he or she is fully authorized
18 by the party he or she represents to enter into this Consent Decree, to execute it on behalf of the
19 party represented and legally to bind that party.

20 15. **INTEGRATION**

21 This Consent Decree, including the exhibits and other materials incorporated
22 herein by reference, constitutes the entire agreement among the Parties and may not be amended
23 or supplemented except as provided for in this Consent Decree.

24 16. **RETENTION OF JURISDICTION**

25 The Court shall retain jurisdiction of this matter for the purpose of enforcing the
26 terms of this Consent Decree.

27 17. **EXECUTION OF DECREE**

28 This Consent Decree may be executed in two or more counterparts, each of which

1 shall be deemed an original, but all of which together shall constitute one and the same
2 instrument.

3 18. **APPROVALS OF PARTIES**

4 Plaintiff DTSC consents to this Consent Decree by its duly authorized
5 representative as follows:

6 Dated: 5/24/01

STATE OF CALIFORNIA DEPARTMENT
OF TOXIC SUBSTANCES CONTROL

8
9 By:

Barbara J. Cook
BARBARA J. COOK, P.E.
Chief, Northern California--Coastal
Cleanup Operations Branch, State of
California Department of Toxic
Substances Control

12
13 Non-Federal Settling Defendant Aerojet-General Corporation consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ AEROJET-GENERAL CORPORATION

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Alternative Materials Technology, Inc. (for U.S.
20 Cellulose) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ ALTERNATIVE MATERIALS TECHNOLOGY,
INC. (for U.S. CELLULOSE)

22
23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 shall be deemed an original, but all of which together shall constitute one and the same
2 instrument.

3 18. APPROVALS OF PARTIES

4 Plaintiff DTSC consents to this Consent Decree by its duly authorized
5 representative as follows:

6 Dated: _____

STATE OF CALIFORNIA DEPARTMENT
OF TOXIC SUBSTANCES CONTROL

8
9 By: _____

10 BARBARA J. COOK, P.E.
11 Chief, Northern California--Coastal
12 Cleanup Operations Branch, State of
California Department of Toxic
Substances Control

13 Non-Federal Settling Defendant Aerojet-General Corporation consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: 3/19/07

AEROJET-GENERAL CORPORATION

16
17 By: Brian E. Sweeney

Brian E. Sweeney

18 Its: _____

Assistant Secretary

19 Non-Federal Settling Defendant Alternative Materials Technology, Inc. (for U.S.
20 Cellulose) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____

ALTERNATIVE MATERIALS TECHNOLOGY,
INC. (for U.S. CELLULOSE)

22
23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 shall be deemed an original, but all of which together shall constitute one and the same
2 instrument.

3 **18. APPROVALS OF PARTIES**

4 Plaintiff DTSC consents to this Consent Decree by its duly authorized
5 representative as follows:

6 Dated: _____

STATE OF CALIFORNIA DEPARTMENT
OF TOXIC SUBSTANCES CONTROL

8
9 By: _____

BARBARA J. COOK, P.E.
Chief, Northern California--Coastal
Cleanup Operations Branch, State of
California Department of Toxic
Substances Control

12
13 Non-Federal Settling Defendant Aerojet-General Corporation consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____

AEROJET-GENERAL CORPORATION

16
17 By: _____

18 Its: _____

19 Non-Federal Settling Defendant Alternative Materials Technology, Inc. (for U.S.
20 Cellulose) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____

ALTERNATIVE MATERIALS TECHNOLOGY,
INC. (for U.S. CELLULOSE)

22
23 By: [Signature]

24 Its: President & CEO

25 //

26 //

27 //

28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: 3/14/01

ASHLAND, INC.

4

By: Thomas F. De...

5

Its: Associate General Counsel

6

7 Non-Federal Defendant ChemCentral Corporation consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____

CHEMCENTRAL CORPORATION

10

By: _____

11

Its: _____

12

13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____

CHEVRON U.S.A., INC.

16

By: _____

17

Its: _____

18

19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____

COURTAULDS COATINGS, INC. (for
INTERNATIONAL PAINT COMPANY)

22

By: _____

23

Its: _____

24

25 //

26 //

27 //

28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ ASHLAND, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Defendant ChemCentral Corporation consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: 03/12/01 CHEMCENTRAL CORPORATION

10 By: Will D. Mull

11 Its: Vice-President General Counsel

12
13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ CHEVRON U.S.A., INC.

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ COURTAULDS COATINGS, INC. (for
INTERNATIONAL PAINT COMPANY)

22
23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ ASHLAND, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Defendant ChemCentral Corporation consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ CHEMCENTRAL CORPORATION

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: March 12, 2001 CHEVRON U.S.A., INC.

16 By: R. L. H. [Signature]

17 Its: Assistant Secretary

18
19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ COURTAULDS COATINGS, INC. (for
22 INTERNATIONAL PAINT COMPANY)

23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 Non-Federal Defendant Ashland, Inc. (sued herein as Ashland Chemical,
2 Incorporated) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ ASHLAND, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Defendant ChemCentral Corporation consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ CHEMCENTRAL CORPORATION

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Chevron U.S.A., Inc. consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ CHEVRON U.S.A., INC.

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Courtaulds Coatings, Inc. (for International Paint
20 Company) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ ~~COURTAULDS COATINGS, INC. (for~~
INTERNATIONAL PAINT COMPANY)

22 **(FORMERLY COURTAULDS COATINGS, INC.)**
23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: 3/20/01

DELTA AIR LINES, INC.

4 By: Alison M Jordan

5 Its: Attorney

6
7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ DORSETT & JACKSON, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant The Dow Chemical Company consents to this

14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ THE DOW CHEMICAL COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.

20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By: _____

23 Its: _____

24 //

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28 //

1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ DELTA AIR LINES, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: 3/7/01 DORSETT & JACKSON, INC.

10 By: Donald F. Witterman

11 Its: President

12
13 Non-Federal Settling Defendant The Dow Chemical Company consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ THE DOW CHEMICAL COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.
20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By: _____

23 Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ DELTA AIR LINES, INC.

4 By: _____
5 Its: _____
6

7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ DORSETT & JACKSON, INC.

10 By: _____
11 Its: _____
12

13 Non-Federal Settling Defendant The Dow Chemical Company consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: March 12, 2001 THE DOW CHEMICAL COMPANY

16 By: *[Signature]*
17 Its: *Attorney*
18

19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.
20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By: _____
23 Its: _____
24 //

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28 //

1 Non-Federal Settling Defendant Delta Air Lines, Inc. consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ DELTA AIR LINES, INC.

4 By: _____

5 Its: _____

6

7 Non-Federal Settling Defendant Dorsett & Jackson, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ DORSETT & JACKSON, INC.

10 By: _____

11 Its: _____

12

13 Non-Federal Settling Defendant The Dow Chemical Company consents to this

14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ THE DOW CHEMICAL COMPANY

16 By: _____

17 Its: _____

18

19 Non-Federal Settling Defendant E.I. DuPont de Nemours & Company, Inc.

20 consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: 12 MAR 01 E.I. DUPONT DE NEMOURS & COMPANY, INC.

22 By: 

23 Its: PROJECT DIRECTOR

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Eureka Chemical Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: 30701

EUREKA CHEMICAL COMPANY

4 By: [Signature]

5 Its: attorney in fact

6 Edward V. Pollack, Attorney-in-Fact

7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____

EUREKA FLUID WORKS

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____

FORD MOTOR COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: _____

GENERAL MOTORS CORPORATION

22 By: _____

23 Its: _____

24
25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Eureka Chemical Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ EUREKA CHEMICAL COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: 5/1/01 EUREKA FLUID WORKS

10 By: *Elliot E. Luntz*

11 Its: Former President

12
13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: _____ FORD MOTOR COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent

20 Decree by its duly authorized representative as follows:

21 Dated: _____ GENERAL MOTORS CORPORATION

22 By: _____

23 Its: _____

24

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Eureka Chemical Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ EUREKA CHEMICAL COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent
8 Decree by its duly authorized representative as follows:


9 Dated: _____ EUREKA FLUID WORKS

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: 3-20-01 FORD MOTOR COMPANY

16 By: 

17 Assistant Secretary
18 Its: _____

19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: _____ GENERAL MOTORS CORPORATION

22 By: _____

23 Its: _____

24

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Eureka Chemical Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ EUREKA CHEMICAL COMPANY

4 By: _____

5 Its: _____

6

7 Non-Federal Settling Defendant Eureka Fluid Works consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ EUREKA FLUID WORKS

10 By: _____

11 Its: _____

12

13 Non-Federal Settling Defendant Ford Motor Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ FORD MOTOR COMPANY

16 By: _____

17 Its: _____

18

19 Non-Federal Settling Defendant General Motors Corporation consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: 3/13/2001 GENERAL MOTORS CORPORATION

22 By: Don A. Schieman

23 Its: ATTORNEY

24

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Great Western Chemical Company consents to
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: 3/20/01

GREAT WESTERN CHEMICAL COMPANY

4 By: [Signature]

5 Its: Chief Operating Officer

6
7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____

HEWLETT-PACKARD COMPANY

10 By: _____

11 Its: _____

12
13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: _____

HONEYWELL INTERNATIONAL, INC.
(successor to ALLIED-SIGNAL, INC.)

16
17 By: _____

18 Its: _____

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: _____

INTER-STATE OIL COMPANY

22 By: _____

23 Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Great Western Chemical Company consents to
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ GREAT WESTERN CHEMICAL COMPANY

4 By: _____

5 Its: _____

6

7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: 3/30/01 HEWLETT-PACKARD COMPANY

10 By: *Jack L. Bunn*

11 Its: *Environmental Program Manager*

12

13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: _____ HONEYWELL INTERNATIONAL, INC.
16 (successor to ALLIED-SIGNAL, INC.)

17

18 By: _____

19 Its: _____

20 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: _____ INTER-STATE OIL COMPANY

23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

29 //

1 Non-Federal Settling Defendant Great Western Chemical Company consents to
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ GREAT WESTERN CHEMICAL COMPANY

4 By: _____

5 Its: _____

6

7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____ HEWLETT-PACKARD COMPANY

10 By: _____

11 Its: _____

12

13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: 3/27/01 HONEYWELL INTERNATIONAL, INC.
(successor to ALLIED-SIGNAL, INC.)

16

17 By: Robert J. Ford

18 Its: Director, Remediation & Evaluation Services

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: _____ INTER-STATE OIL COMPANY

22 By: _____

23 Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Great Western Chemical Company consents to
2 this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ GREAT WESTERN CHEMICAL COMPANY

4 By: _____

5 Its: _____

6

7 Non-Federal Settling Defendant Hewlett-Packard Company consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____ HEWLETT-PACKARD COMPANY

10 By: _____

11 Its: _____

12

13 Non-Federal Defendant Honeywell International, Inc. (successor to Allied-Signal,
14 Inc.) consents to this Consent Decree by its duly authorized representative as follows:

15 Dated: _____ HONEYWELL INTERNATIONAL, INC.
(successor to ALLIED-SIGNAL, INC.)

16

17 By: _____

18 Its: _____

19 Non-Federal Settling Defendant Inter-State Oil Company consents to this Consent
20 Decree by its duly authorized representative as follows:

21 Dated: 3-27-2001 INTER-STATE OIL COMPANY

22 By: [Signature]

23 Its: President

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: March 20, 2001

INGERSOLL-RAND COMPANY (for SCHLAGE
LOCK COMPANY)

4

5

By: 

6

Its: Sr. Vice President & General Counsel

7

Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: _____

INTEL CORPORATION

10

By: _____

11

Its: _____

12

Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: _____

INTERNATIONAL PAPER COMPANY (for
STECHEER-TRAUNG-SCHMIDT)

15

16

By: _____

17

Its: _____

18

Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: _____

KAISER ALUMINUM & CHEMICAL
CORPORATION

21

22

By: _____

23

Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ INGERSOLL-RAND COMPANY (for SCHLAGE
4 LOCK COMPANY)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: 04/11/2001

INTEL CORPORATION

10

By: _____

JOHN R. MASTERMAN

11

Its: _____

SENIOR ATTORNEY

12

13 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-
Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: _____

INTERNATIONAL PAPER COMPANY (for
STECHER-TRAUNG-SCHMIDT)

15

16

By: _____

17

Its: _____

18

19 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to
this Consent Decree by its duly authorized representative as follows:

20 Dated: _____

KAISER ALUMINUM & CHEMICAL
CORPORATION

21

22

By: _____

23

Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ INGERSOLL-RAND COMPANY (for SCHLAGE
LOCK COMPANY)

4
5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: _____ INTEL CORPORATION

10 By: _____

11 Its: _____

12 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: April 6, 2001 INTERNATIONAL PAPER COMPANY (for
STECHER-TRAUNG-SCHMIDT)

15
16 By:  _____

17 Its: Eric G. Johannessen
Senior Counsel - Environment, Health & Safety

18 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: _____ KAISER ALUMINUM & CHEMICAL
CORPORATION

21
22 By: _____

23 Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Ingersoll-Rand Company (for Schlage Lock
2 Company) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ INGERSOLL-RAND COMPANY (for SCHLAGE
4 LOCK COMPANY)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant Intel Corporation consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: _____ INTEL CORPORATION

10 By: _____

11 Its: _____

12 Non-Federal Settling Defendant International Paper Company (for Stecher-Traung-
13 Schmidt) consents to this Consent Decree by its duly authorized representative as follows:

14 Dated: _____ INTERNATIONAL PAPER COMPANY (for
15 STECHER-TRAUNG-SCHMIDT)

16 By: _____

17 Its: _____

18 Non-Federal Settling Defendant Kaiser Aluminum & Chemical Corporation consents to
19 this Consent Decree by its duly authorized representative as follows:

20 Dated: 3/19/01 KAISER ALUMINUM & CHEMICAL
21 CORPORATION

22 By: Chris Laszlo-Davis

23 Its: VP, Corporate Environmental
24 Affairs, Health & Safety

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ LITTON ELECTRON DEVICES (a division of
4 LITTON SYSTEMS, INC.)

5 By: *James J. Graham*

6 Its: *President of LDD*

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly
9 authorized representative as follows:

10 Dated: _____ LOCKHEED MARTIN CORPORATION (successor
11 to LOCKHEED MISSILES & SPACE COMPANY,
12 INC.)

13 By: _____

14 Its: _____

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to this
17 Consent Decree by its duly authorized representative as follows:

18 Dated: _____ MAXUS ENERGY CORPORATION (for
19 OCCIDENTAL CHEMICAL CORPORATION,
20 successor to DIAMOND SHAMROCK CHEMICAL
COMPANY)

21 By: _____

22 Its: _____

23 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree
24 by its duly authorized representative as follows:

25 Dated: _____ McKESSON HBOC, INC.

26 By: _____

27 Its: _____

28

1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ LITTON ELECTRON DEVICES (a division of
4 LITTON SYSTEMS, INC.)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly
9 authorized representative as follows:

10 Dated: 3-22-01 LOCKHEED MARTIN CORPORATION (successor
11 to LOCKHEED MISSILES & SPACE COMPANY,
12 INC.)

13 By: John B. Palmer

14 Its: Division Counsel

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to this
17 Consent Decree by its duly authorized representative as follows:

18 Dated: _____ MAXUS ENERGY CORPORATION (for
19 OCCIDENTAL CHEMICAL CORPORATION,
20 successor to DIAMOND SHAMROCK CHEMICAL
21 COMPANY)

22 By: _____

23 Its: _____

24 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree
25 by its duly authorized representative as follows:

26 Dated: _____ MCKESSON HBOC, INC.

27 By: _____

28 Its: _____

1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ LITTON ELECTRON DEVICES (a division of
4 LITTON SYSTEMS, INC.)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly
9 authorized representative as follows:

10 Dated: _____ LOCKHEED MARTIN CORPORATION (successor
11 to LOCKHEED MISSILES & SPACE COMPANY,
12 INC.)

13 By: _____

14 Its: _____

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to
17 this Consent Decree by its duly authorized representative as follows: attorney in fact

18 Dated: March 20, 2001 MAXUS ENERGY CORPORATION (for
19 OCCIDENTAL CHEMICAL CORPORATION,
20 successor to DIAMOND SHAMROCK CHEMICAL
21 COMPANY)

22 By: 

23 Its: Vice President and General Counsel

24 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree
25 by its duly authorized representative as follows:

26 Dated: _____ MCKESSON HBOC, INC.

27 By: _____

28 Its: _____

1 Non-Federal Settling Defendant Litton Electron Devices (a division of Litton
2 Systems, Inc.) consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ LITTON ELECTRON DEVICES (a division of
4 LITTON SYSTEMS, INC.)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant Lockheed Martin Corporation (successor to
8 Lockheed Missiles & Space Company, Inc.) consents to this Consent Decree by its duly
9 authorized representative as follows:

10 Dated: _____ LOCKHEED MARTIN CORPORATION (successor
11 to LOCKHEED MISSILES & SPACE COMPANY,
12 INC.)

13 By: _____

14 Its: _____

15 Non-Federal Settling Defendant Maxus Energy Corporation (for Occidental
16 Chemical Corporation, successor to Diamond Shamrock Chemical Company) consents to this
17 Consent Decree by its duly authorized representative as follows:

18 Dated: _____ MAXUS ENERGY CORPORATION (for
19 OCCIDENTAL CHEMICAL CORPORATION,
20 successor to DIAMOND SHAMROCK CHEMICAL
21 COMPANY)

22 By: _____

23 Its: _____

24 Non-Federal Settling Defendant McKesson HBOC, Inc. consents to this Consent Decree
25 by its duly authorized representative as follows:

26 Dated: 3/20/01 _____ MCKESSON HBOC, INC.

27 By: [Signature] _____

28 Its: Treasurer _____

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: 3/16/01 PHARMACIA CORPORATION,
formerly known as Monsanto Company

By: Solutia Inc.

4 Its: ~~Attorney in Fact~~

5 By: Grent J. Gilhousen
Grent J. Gilhousen
6 Assistant General Counsel
Solutia Inc.

7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ NI INDUSTRIES, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: _____ NL INDUSTRIES, INC.

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien

20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ THE O'BRIEN CORPORATION (for FULLER-
O'BRIEN PAINTS)

22
23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ MONSANTO COMPANY

4 By: _____

5 Its: _____

6

7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: 3/13/01 NI INDUSTRIES, INC.

10 By: David L. Horvath

11 Its: Vice President

12

13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: _____ NL INDUSTRIES, INC.

16 By: _____

17 Its: _____

18

19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien

20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ THE O'BRIEN CORPORATION (for FULLER-
O'BRIEN PAINTS)

22

23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ MONSANTO COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ NI INDUSTRIES, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: March 22, 2001 NL INDUSTRIES, INC.

16 By: 

17 Its: Counsel

18
19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien
20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: _____ THE O'BRIEN CORPORATION (for FULLER-
O'BRIEN PAINTS)

22
23 By: _____

24 Its: _____

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Monsanto Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ MONSANTO COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant NI Industries, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ NI INDUSTRIES, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant NL Industries, Inc. consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: _____ NL INDUSTRIES, INC.

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant The O'Brien Corporation (for Fuller-O'Brien

20 Paints) consents to this Consent Decree by its duly authorized representative as follows:

21 Dated: 3/9/01 THE O'BRIEN CORPORATION (for FULLER-O'BRIEN PAINTS)

22 By: *Thomas Browning*

23 Its: *President*

24
25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Olympian Oil Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ OLYMPIAN OIL COMPANY

4 By: _____

5 Its: _____

6

7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ OWENS-ILLINOIS, INC.

10 By: _____

11 Its: _____

12

13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this

14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ PACIFIC GAS & ELECTRIC COMPANY

16 By: _____

17 Its: _____

18

19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: _____ PENNZOIL-QUAKER STATE COMPANY

22 By: _____

23 Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Olympian Oil Company consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ OLYMPIAN OIL COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: 3/20/01 OWENS-ILLINOIS, INC.

10 By: [Signature]

11 Its: ENVIRONMENTAL MANAGER

12
13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this
14 Consent Decree by its duly authorized representative as follows:

15 Dated: _____ PACIFIC GAS & ELECTRIC COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this
20 Consent Decree by its duly authorized representative as follows:

21 Dated: _____ PENNZOIL-QUAKER STATE COMPANY

22 By: _____

23 Its: _____

24 //

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Olympian Oil Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ OLYMPIAN OIL COMPANY

4 By: _____

5 Its: _____

7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ OWENS-ILLINOIS, INC.

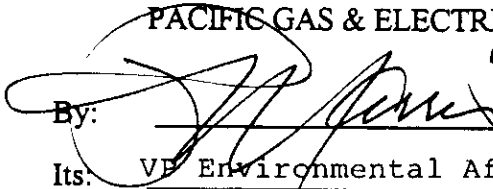
10 By: _____

11 Its: _____

13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this

14 Consent Decree by its duly authorized representative as follows:

15 Dated: March 8, 2001 PACIFIC GAS & ELECTRIC COMPANY

16 By:  _____

17 Its: VP Environmental Affairs

19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: _____ PENNZOIL-QUAKER STATE COMPANY

22 By: _____

23 Its: _____

24 //

25 //

26 //

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28 //

1 Non-Federal Settling Defendant Olympian Oil Company consents to this Consent
2 Decree by its duly authorized representative as follows:
3 Dated: _____ OLYMPIAN OIL COMPANY
4
5 By: _____
6 Its: _____
7 Non-Federal Settling Defendant Owens-Illinois, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:
9 Dated: _____ OWENS-ILLINOIS, INC.
10
11 By: _____
12 Its: _____
13 Non-Federal Settling Defendant Pacific Gas & Electric Company consents to this
14 Consent Decree by its duly authorized representative as follows:
15 Dated: _____ PACIFIC GAS & ELECTRIC COMPANY
16
17 By: _____
18 Its: _____
19 Non-Federal Settling Defendant Pennzoil-Quaker State Company consents to this
20 Consent Decree by its duly authorized representative as follows:
21 Dated: 3/22/2001 PENNZOIL-QUAKER STATE COMPANY
22
23 By: Thomas P. Kellacher JS
24 Its: Group V.P. & CEO
25 //
26 //
27 //
28 //

1 Non-Federal Settling Defendant PureGro Company consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: 3-16-01

PUREGRO COMPANY

4 By: PC Altman 9

5 Its: Manager Western Division

6
7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____

REDDING PETROLEUM, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____

REDWOOD OIL COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this
20 Consent Decree by its duly authorized representative as follows:

21 Dated: _____

REICHHOLD CHEMICALS, INC.

22 By: _____

23 Its: _____

24
25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant PureGro Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ PUREGRO COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: 5/15/01 REDDING PETROLEUM, INC.

10 By: [Signature]

11 Its: _____

12
13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: _____ REDWOOD OIL COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: _____ REICHHOLD CHEMICALS, INC.

22 By: _____

23 Its: _____

24

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant PureGro Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ PUREGRO COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ REDDING PETROLEUM, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: 3/16/01 REDWOOD OIL COMPANY

16 By: *Paula Alge*

17 Its: *J.P.*

18
19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: _____ REICHHOLD CHEMICALS, INC.

22 By: _____

23 Its: _____

24

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant PureGro Company consents to this Consent

2 Decree by its duly authorized representative as follows:

3 Dated: _____ PUREGRO COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Redding Petroleum, Inc. consents to this Consent

8 Decree by its duly authorized representative as follows:

9 Dated: _____ REDDING PETROLEUM, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Redwood Oil Company consents to this Consent

14 Decree by its duly authorized representative as follows:

15 Dated: _____ REDWOOD OIL COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Reichhold Chemicals, Inc. consents to this

20 Consent Decree by its duly authorized representative as follows:

21 Dated: March 19, 2001 REICHHOLD CHEMICALS, INC.

22 By: Daniel E. Uyeyath

23 Its: Asst General Counsel

24

25 //

26 //

27 //

28 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: March 21, 2001

REYNOLDS METALS COMPANY

4 By: 

5 Its: Vice President

6
7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____

R.J. McGLENNON COMPANY, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as
15 follows:

16 Dated: _____

ROCHESTER MIDLAND CORPORATION (for
BYTECH CHEMICAL CORPORATION)

17
18 By: _____

19 Its: _____

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: _____

ROHM & HAAS COMPANY

23 By: _____

24 Its: _____

25
26 //

27 //

28 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ REYNOLDS METALS COMPANY

4
5 By: _____
6 Its: _____

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: 3-21-2001 R.J. McGLENNON COMPANY, INC.

10
11 By: Richard J. McGlennon
12 Its: Pres.

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as
15 follows:

16 Dated: _____ ROCHESTER MIDLAND CORPORATION (for
17 BYTECH CHEMICAL CORPORATION)

18 By: _____
19 Its: _____

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: _____ ROHM & HAAS COMPANY

23
24 By: _____
25 Its: _____

26 //

27 //

28 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ REYNOLDS METALS COMPANY

4 By: _____
5 Its: _____
6

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____ R.J. McGLENNON COMPANY, INC.

10 By: *William R. McGlennon*
11 Its: *Vice-President*
12

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as
15 follows:

16 Dated: _____ ROCHESTER MIDLAND CORPORATION (for
17 BYTECH CHEMICAL CORPORATION)

18 By: _____
19 Its: _____

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: _____ ROHM & HAAS COMPANY

23 By: _____
24 Its: _____
25

26 //

27 //

28 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ REYNOLDS METALS COMPANY

4
5 By: _____
6 Its: _____

7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____ R.J. McGLENNON COMPANY, INC.

10
11 By: _____
12 Its: _____

13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as
15 follows:

16 Dated: March 12, 2001 ROCHESTER MIDLAND CORPORATION (for
17 BYTECH CHEMICAL CORPORATION)

18 By: [Signature]
19 Its: [Signature]

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: _____ ROHM & HAAS COMPANY

23
24 By: _____
25 Its: _____

26 //

27 //

28 //

1 Non-Federal Settling Defendant Reynolds Metals Company consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ REYNOLDS METALS COMPANY

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant R.J. McGlennon Company, Inc. consents to this
8 Consent Decree by its duly authorized representative as follows:

9 Dated: _____ R.J. McGLENNON COMPANY, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Rochester Midland Corporation (for Bytech
14 Chemical Corporation) consents to this Consent Decree by its duly authorized representative as
15 follows:

16 Dated: _____ ROCHESTER MIDLAND CORPORATION (for
BYTECH CHEMICAL CORPORATION)

17
18 By: _____

19 Its: _____

20 Non-Federal Settling Defendant Rohm & Haas Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: 3-14-01 ROHM & HAAS COMPANY

23 By: Audrey C. J. J. J.

24 Its: of Counsel

25
26 //

27 //

28 //

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)

2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: March 16, 2001

SANDOZ AGRO, INC. (for ZOECON CORPORATION)

4

5

By: Tom A. Licata

6

Its: Environmental Director

7

Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District

8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: _____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

10

11

By: _____

12

Its: _____

13

Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a

14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative

15 as follows:

16 Dated: _____

SEQUA CORPORATION (for GENERAL PRINTING INK, a division of SUN CHEMICAL)

17

18

By: _____

19

Its: _____

20

Non-Federal Settling Defendant Shell Oil Company consents to this Consent

21 Decree by its duly authorized representative as follows:

22 Dated: _____

SHELL OIL COMPANY

23

By: _____

24

Its: _____

25

26 //

27 //

28 //

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)

2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ SANDOZ AGRO, INC. (for ZOECON
CORPORATION)

4

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District

8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: _____ SAN FRANCISCO BAY AREA RAPID TRANSIT
DISTRICT

10

11 By: Michael J. Flanigan

12 Its: CHIEF SAFETY OFFICER

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a

14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative

15 as follows:

16 Dated: _____ SEQUA CORPORATION (for GENERAL
PRINTING INK, a division of SUN CHEMICAL)

17

18 By: _____

19 Its: _____

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent

21 Decree by its duly authorized representative as follows:

22 Dated: _____ SHELL OIL COMPANY

23

24 By: _____

25

26 Its: _____

27

28 //

//

//

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)

2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ SANDOZ AGRO, INC. (for ZOECON
CORPORATION)

4

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District

8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: _____ SAN FRANCISCO BAY AREA RAPID TRANSIT
DISTRICT

10

11 By: _____

12 Its: _____

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a
14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative
15 as follows:

16 Dated: 19 Mar. 2001 SEQUA CORPORATION (for GENERAL
PRINTING INK, a division of SUN CHEMICAL)

17

18 By: 

19 Its: DIRECTOR, ENVIRONMENTAL LAW

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent

21 Decree by its duly authorized representative as follows:

22 Dated: _____ SHELL OIL COMPANY

23

24 By: _____

25 Its: _____

26 //

27 //

28 //

1 Non-Federal Settling Defendant Sandoz Agro, Inc. (for Zoecon Corporation)

2 consents to this Consent Decree by its duly authorized representative as follows:

3 Dated: _____ SANDOZ AGRO, INC. (for ZOECON
4 CORPORATION)

5 By: _____

6 Its: _____

7 Non-Federal Settling Defendant San Francisco Bay Area Rapid Transit District

8 consents to this Consent Decree by its duly authorized representative as follows:

9 Dated: _____ SAN FRANCISCO BAY AREA RAPID TRANSIT
10 DISTRICT

11 By: _____

12 Its: _____

13 Non-Federal Settling Defendant Sequa Corporation (for General Printing Ink, a
14 division of Sun Chemical) consents to this Consent Decree by its duly authorized representative
15 as follows:

16 Dated: _____ SEQUA CORPORATION (for GENERAL
17 PRINTING INK, a division of SUN CHEMICAL)

18 By: _____

19 Its: _____

20 Non-Federal Settling Defendant Shell Oil Company consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: MARCH 13, 2001 SHELL OIL COMPANY

23 By: [Signature]

24 Its: MGR. REMEDIATION

25

26 //

27 //

28 //

1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: 2 9-01 SIMPSON COATINGS GROUP, INC.

4 By: [Signature]
5 Its: President
6

7 Non-Federal Settling Defendant Stanford University consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ STANFORD UNIVERSITY

10 By: _____
11 Its: _____
12

13 Non-Federal Settling Defendant The Stero Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ THE STERO COMPANY

16 By: _____
17 Its: _____
18

19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by
21 its duly authorized representative as follows:

22 Dated: _____ SYNERGY PRODUCTION GROUP, INC. (dba
23 HALEY JANITORIAL SUPPLY CO., INC. and
WESTERN CHEMICAL COMPANY)

24 By: _____
25 Its: _____
26 //

27 //

28 //

1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this
2 Consent Decree by its duly authorized representative as follows:

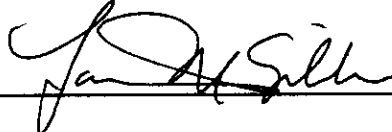
3 Dated: _____ SIMPSON COATINGS GROUP, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Stanford University consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: March 7, 2001 STANFORD UNIVERSITY

10 By:  _____

11 Its: Associate Vice Provost - Environmental
12 Health & Safety

13 Non-Federal Settling Defendant The Stero Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ THE STERO COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by
21 its duly authorized representative as follows:

22 Dated: _____ SYNERGY PRODUCTION GROUP, INC. (dba
23 HALEY JANITORIAL SUPPLY CO., INC. and
WESTERN CHEMICAL COMPANY)

24 By: _____

25 Its: _____

26 //

27 //

28 //

1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ SIMPSON COATINGS GROUP, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Stanford University consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ STANFORD UNIVERSITY

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant The Stero Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: April 4, 2001 * THE STERO COMPANY
a division of RTW PMI Investments Inc.

16 By: [Signature]

17 Its: Counsel Counsel

18
19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by
21 its duly authorized representative as follows:

22 Dated: _____ SYNERGY PRODUCTION GROUP, INC. (dba
23 HALEY JANITORIAL SUPPLY CO., INC. and
24 WESTERN CHEMICAL COMPANY)

25 By: _____

26 Its: _____

27 //

28 //

29 //

1 Non-Federal Settling Defendant Simpson Coatings Group, Inc. consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ SIMPSON COATINGS GROUP, INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Stanford University consents to this Consent
8 Decree by its duly authorized representative as follows:

9 Dated: _____ STANFORD UNIVERSITY

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant The Stero Company consents to this Consent
14 Decree by its duly authorized representative as follows:

15 Dated: _____ THE STERO COMPANY

16 By: _____

17 Its: _____

18
19 Non-Federal Settling Defendant Synergy Production Group, Inc. (dba Haley
20 Janitorial Supply Co., Inc. and Western Chemical Company) consents to this Consent Decree by
21 its duly authorized representative as follows:

22 Dated: 4-6-21 SYNERGY PRODUCTION GROUP, INC. (dba
HALEY JANITORIAL SUPPLY CO., INC. and
WESTERN CHEMICAL COMPANY)

23
24 By: [Signature]

25 Its: [Signature]

26 //

27 //

28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent
2 Decree by its duly authorized representative as follows:
3 Dated: Apr. 12, 01 *Mergito* Syntex (U.S.A.) LLC successor by
SYNTEX (U.S.A.), INC.

4 By: Nancy M. Cohen
5 Its: Nancy M. Cohen
6 President

7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree
8 by its duly authorized representative as follows:
9 Dated: _____ TAP PLASTICS, INC.

10 By: _____
11 Its: _____
12

13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph
14 Ordnance Unit (for Teledyne McCormick Selph) consents to this Consent Decree by its duly
15 authorized representative as follows:

16 Dated: _____ TELEDYNE RYAN AERONAUTICAL,
17 McCORMICK SELPH ORDNANCE UNIT (for
TELEDYNE McCORMICK SELPH)

18 By: _____
19 Its: _____
20

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by
22 its duly authorized representative as follows:

23 Dated: _____ TEXTRON, INC.

24 By: _____
25 Its: _____
26

27 //

28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ SYNTEX (U.S.A.), INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: 3/12/2001 TAP PLASTICS, INC.

10 By: David J. Huber

11 Its: President

12
13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph
14 Ordnance Unit (for Teledyne McCormick Selph) consents to this Consent Decree by its duly
15 authorized representative as follows:

16 Dated: _____ TELEDYNE RYAN AERONAUTICAL,
17 McCORMICK SELPH ORDNANCE UNIT (for
18 TELEDYNE McCORMICK SELPH)

19 By: _____

20 Its: _____

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by
22 its duly authorized representative as follows:

23 Dated: _____ TEXTRON, INC.

24 By: _____

25 Its: _____

26
27 //

28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ SYNTEX (U.S.A.), INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: _____ TAP PLASTICS, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph
14 Ordnance Unit (for Teledyne McCormick Selph) ^{formerly known as TAP Industries, Inc.} consents to this Consent Decree by its duly
15 authorized representative as follows:

16 Dated: 3/12/61 TELEDYNE RYAN AERONAUTICAL,
McCORMICK SELPH ORDNANCE UNIT (for
TELEDYNE McCORMICK SELPH), ^{formerly known as TAP Industries, Inc.}

17
18 By: [Signature]

19 Its: Sr. Vice President, General Counsel
20 and Secretary

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by
22 its duly authorized representative as follows:

23 Dated: _____ TEXTRON, INC.

24 By: _____

25 Its: _____

26

27 //

28 //

1 Non-Federal Settling Defendant Syntex (U.S.A.), Inc. consents to this Consent
2 Decree by its duly authorized representative as follows:

3 Dated: _____ SYNTEX (U.S.A.), INC.

4 By: _____

5 Its: _____

6
7 Non-Federal Settling Defendant Tap Plastics, Inc. consents to this Consent Decree
8 by its duly authorized representative as follows:

9 Dated: _____ TAP PLASTICS, INC.

10 By: _____

11 Its: _____

12
13 Non-Federal Settling Defendant Teledyne Ryan Aeronautical, McCormick Selph
14 Ordnance Unit (for Teledyne McCormick Selph) consents to this Consent Decree by its duly
15 authorized representative as follows:

16 Dated: _____ TELEDYNE RYAN AERONAUTICAL,
17 McCORMICK SELPH ORDNANCE UNIT (for
18 TELEDYNE McCORMICK SELPH)

19 By: _____

20 Its: _____

21 Non-Federal Settling Defendant Textron, Inc. consents to this Consent Decree by
22 its duly authorized representative as follows:

23 Dated: 14 MAR 2007 TEXTRON, INC.

24 By: _____

25 Its: Andrew C. Spacone
26 Associate General Counsel

27 //

28 //

1 Non-Federal Settling Defendant Tyco Electronics Corporation (successor to
2 Raychem Corporation) consents to this Consent Decree by its duly authorized representative as
3 follows:

4 Dated: 4/3/01

TYCO ELECTRONICS CORPORATION
(successor to RAYCHEM CORPORATION) *JP*

5
6 By: *Jacqueline J. Heise*
7 Its: Senior Vice President & CFO

8 Non-Federal Settling Defendant United Air Lines, Inc. consents to this Consent
9 Decree by its duly authorized representative as follows:

10 Dated: _____ UNITED AIR LINES, INC.

11 By: _____
12 Its: _____
13

14 Settling Federal Agency Defense Reutilization and Marketing Service consents to
15 this Consent Decree by its duly authorized representative as follows:

16 Dated: _____ FOR THE UNITED STATES OF AMERICA

17 By: _____
18 MARK A. RIGAU
19 Environmental Defense Section
20 Environment and Natural Resources Division
21 U.S. Department of Justice
22 301 Howard Street, Suite 870
23 San Francisco, California 94105
24 (415) 744-6491
25
26
27
28

1 Non-Federal Settling Defendant Tyco Electronics Corporation (successor to
2 Raychem Corporation) consents to this Consent Decree by its duly authorized representative as
3 follows:

4 Dated: _____

TYCO ELECTRONICS CORPORATION
(successor to RAYCHEM CORPORATION)

5

6 By: _____

7 Its: _____

8 Non-Federal Settling Defendant United Air Lines, Inc. consents to this Consent
9 Decree by its duly authorized representative as follows:

10 Dated: 3/30/01

UNITED AIR LINES, INC.

11

By: JEFFREY M. JUDD, of O'MELVENY & MYERS LLP

12

Its: ATTORNEYS

13

14 Settling Federal Agency Defense Reutilization and Marketing Service consents to
15 this Consent Decree by its duly authorized representative as follows:

16 Dated: _____

FOR THE UNITED STATES OF AMERICA

17

By: _____

18

MARK A. RIGAU
Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice
301 Howard Street, Suite 870
San Francisco, California 94105
(415) 744-6491

19

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26 //

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28 //

1 Non-Federal Settling Defendant Tyco Electronics Corporation (successor to
2 Raychem Corporation) consents to this Consent Decree by its duly authorized representative as
3 follows:

4 Dated: _____

TYCO ELECTRONICS CORPORATION
(successor to RAYCHEM CORPORATION)

6 By: _____

7 Its: _____

8 Non-Federal Settling Defendant United Air Lines, Inc. consents to this Consent
9 Decree by its duly authorized representative as follows:

10 Dated: _____

UNITED AIR LINES, INC.

11 By: _____

12 Its: _____

14 Settling Federal Agency Defense Reutilization and Marketing Service consents to
15 this Consent Decree by its duly authorized representative as follows:

16 Dated: May 25, 2001

FOR THE UNITED STATES OF AMERICA

17 By: Mark A. Rigau

18 MARK A. RIGAU
19 Environmental Defense Section
20 Environment and Natural Resources Division
21 U.S. Department of Justice
22 301 Howard Street, Suite 870
23 San Francisco, California 94105
24 (415) 744-6491

22 //

23 //

24 //

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28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent
3 Decree by its duly authorized representative as follows:

4 Dated: 3/22/2001


~~U.S. LIQUIDS, INC. (for~~ ROMIC
ENVIRONMENTAL TECHNOLOGIES
CORPORATION, successor to ROMIC CHEMICAL
CORPORATION

6
7 By: 

8 Its: Vice President

9 Non-Federal Settling Defendant United Technologies Corporation consents to this
10 Consent Decree by its duly authorized representative as follows:

11 Dated: _____

UNITED TECHNOLOGIES CORPORATION

12 By: _____

13 Its: _____
14

15 Non-Federal Settling Defendant University of California consents to this Consent
16 Decree by its duly authorized representative as follows:

17 Dated: _____

UNIVERSITY OF CALIFORNIA

18 By: _____

19 Its: _____
20

21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative
23 as follows:

24 Dated: _____

UNOCAL CORPORATION

25 By: _____

26 Its: _____
27 //

28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent
3 Decree by its duly authorized representative as follows:

4 Dated: _____ U.S. LIQUIDS, INC. (for ROMIC
5 ENVIRONMENTAL TECHNOLOGIES
6 CORPORATION, successor to ROMIC CHEMICAL
7 CORPORATION)

7 By: _____
8 Its: _____

9 Non-Federal Settling Defendant United Technologies Corporation consents to this
10 Consent Decree by its duly authorized representative as follows:

11 Dated: 3-22-01 UNITED TECHNOLOGIES CORPORATION

12 By: [Signature]
13 Its: VP+GM, P+W, CSD
14

15 Non-Federal Settling Defendant University of California consents to this Consent
16 Decree by its duly authorized representative as follows:

17 Dated: _____ UNIVERSITY OF CALIFORNIA

18 By: _____
19 Its: _____
20

21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative
23 as follows:

24 Dated: _____ UNOCAL CORPORATION

25 By: _____
26 Its: _____
27 //

28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent
3 Decree by its duly authorized representative as follows:

4 Dated: _____ U.S. LIQUIDS, INC. (for ROMIC
5 ENVIRONMENTAL TECHNOLOGIES
6 CORPORATION, successor to ROMIC CHEMICAL
CORPORATION)

7 By: _____

8 Its: _____

9 Non-Federal Settling Defendant United Technologies Corporation consents to this
10 Consent Decree by its duly authorized representative as follows:

11 Dated: _____ UNITED TECHNOLOGIES CORPORATION

12 By: _____

13 Its: _____

14
15 Non-Federal Settling Defendant University of California consents to this Consent
16 Decree by its duly authorized representative as follows:

17 Dated: March 20, 2001 UNIVERSITY OF CALIFORNIA

18 By: Patrick Schlusinger

19 Its: University Counsel

20
21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative
23 as follows:

24 Dated: _____ UNOCAL CORPORATION

25 By: _____

26 Its: _____

27 //

28 //

1 Non-Federal Settling Defendant U.S. Liquids, Inc. (for Romic Environmental
2 Technologies Corporation, successor to Romic Chemical Corporation) consents to this Consent
3 Decree by its duly authorized representative as follows:

4 Dated: _____ U.S. LIQUIDS, INC. (for ROMIC
5 ENVIRONMENTAL TECHNOLOGIES
6 CORPORATION, successor to ROMIC CHEMICAL
CORPORATION)

7 By: _____

8 Its: _____

9 Non-Federal Settling Defendant United Technologies Corporation consents to this
10 Consent Decree by its duly authorized representative as follows:

11 Dated: _____ UNITED TECHNOLOGIES CORPORATION

12 By: _____

13 Its: _____

14
15 Non-Federal Settling Defendant University of California consents to this Consent
16 Decree by its duly authorized representative as follows:

17 Dated: _____ UNIVERSITY OF CALIFORNIA

18 By: _____

19 Its: _____

20
21 Non-Federal Settling Defendant Unocal Corporation (sued herein as Union
22 Oil Company of California) consents to this Consent Decree by its duly authorized representative
23 as follows:

24 Dated: 3-16-01 UNOCAL CORPORATION

25 By: Mark A. Smith

26 Its: Vice President, RCM4C

27 //

28 //

1 Non-Federal Settling Defendant Van Waters & Rogers, Inc. ^{to be known as Vopak USA Inc}
^{as of April 2, 2001} consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: 3/8/00

VAN WATERS & ROGERS, INC.

4 By: [Signature]

5 Its: Vice President - General Counsel

6 Non-Federal Settling Defendant Vopak Distribution Americas Corporation (f.k.a.
7 UNIVAR Corporation) consents to this Consent Decree by its duly authorized representative as
8 follows:

9 Dated: 3/8/00

VOPAK DISTRIBUTION AMERICAS
CORPORATION (f.k.a. UNIVAR
CORPORATION)

11 By: [Signature]

12 Its: Vice President - General Counsel

14 Non-Federal Settling Defendant W.R. Grace & Company, Inc. consents to this
15 Consent Decree by its duly authorized representative as follows:

16 Dated: _____

W.R. GRACE & COMPANY, INC.

17 By: _____

18 Its: _____

19
20 Non-Federal Settling Defendant W.R. Meadows, Inc. consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: _____

W.R. MEADOWS, INC.

23 By: _____

24 Its: _____

25
26 IT IS SO ORDERED, ADJUDGED AND DECREED:

27 Dated: _____

UNITED STATES DISTRICT JUDGE

28 C:\Data\James\Bay Area Drum draft consent decree.wpd

1 Non-Federal Settling Defendant Van Waters & Rogers, Inc. consents to this

2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ VAN WATERS & ROGERS, INC.

4 By: _____

5 Its: _____

6 Non-Federal Settling Defendant Vopak Distribution Americas Corporation (f.k.a.

7 UNIVAR Corporation) consents to this Consent Decree by its duly authorized representative as
8 follows:

9 Dated: _____ VOPAK DISTRIBUTION AMERICAS
10 CORPORATION (f.k.a. UNIVAR
11 CORPORATION)

12 By: _____

13 Its: _____

14 Non-Federal Settling Defendant W.R. Grace & Company, Inc. consents to this

15 Consent Decree by its duly authorized representative as follows:

16 Dated: _____ W.R. GRACE & CO.

17 By:  _____

18 Its: **Vice President of Public &**
19 **Regulatory Affairs**

20 Non-Federal Settling Defendant W.R. Meadows, Inc. consents to this Consent

21 Decree by its duly authorized representative as follows:

22 Dated: _____ W.R. MEADOWS, INC.

23 By: _____

24 Its: _____

25

26 IT IS SO ORDERED, ADJUDGED AND DECREED:

27 Dated: _____ UNITED STATES DISTRICT JUDGE

28 C:\DanJames\Bay Area Drum draft consent decree.wpd

1 Non-Federal Settling Defendant Van Waters & Rogers, Inc. consents to this
2 Consent Decree by its duly authorized representative as follows:

3 Dated: _____ VAN WATERS & ROGERS, INC.

4 By: _____

5 Its: _____

6 Non-Federal Settling Defendant Vopak Distribution Americas Corporation (f.k.a.
7 UNIVAR Corporation) consents to this Consent Decree by its duly authorized representative as
8 follows:

9 Dated: _____ VOPAK DISTRIBUTION AMERICAS
10 CORPORATION (f.k.a. UNIVAR
11 CORPORATION)

12 By: _____

13 Its: _____

14 Non-Federal Settling Defendant W.R. Grace & Company, Inc. consents to this
15 Consent Decree by its duly authorized representative as follows:

16 Dated: _____ W.R. GRACE & COMPANY, INC.

17 By: _____

18 Its: _____

19
20 Non-Federal Settling Defendant W.R. Meadows, Inc. consents to this Consent
21 Decree by its duly authorized representative as follows:

22 Dated: March 20, 2001 W.R. MEADOWS, INC.

23 By: 

24 Its: President/Chief Operating Officer

25
26 IT IS SO ORDERED, ADJUDGED AND DECREED:

27 Dated: _____
28 UNITED STATES DISTRICT JUDGE

28 C:\Data\James\Bay Area Drum draft consent decree.wpd

EXHIBIT A

Residence	Number of Samples Per Analyte			Comment
	Lead	Thallium	PCBs	
1221 Shafter Avenue	0	0	0	No exceedances
1225 Shafter Avenue	0	0	4	2 floor; 2 sidewalls
1227 Shafter Avenue	0	0	4	2 floor; 2 sidewalls
1233 Shafter Avenue	0	0	0	No exceedances
1237 Shafter Avenue	4	0	0	4 floor
1241 Shafter Avenue	4	0	0	2 floor; 2 sidewalls
1245 Shafter Avenue	4	4	0	2 floor; 2 sidewalls
1249 Shafter Avenue	0	0	0	No exceedances
Total	12	4	8	

- At times outside work hours (*i.e.*, overnight, weekends), use plastic and plywood for safety and dust control measures to cover deeper excavations that are not excavated to completion depth or not filled with clean soil. These locations will also be enclosed with temporary fencing and appropriate warning signage during such times. Security personnel will be present on-site after work hours.
- Measure depths and locations of the excavations to provide input for "as-built" drawings. Provide "as-built" maps to owners of Work Area/Shafter Avenue properties.
- Fill the excavations with clean, imported soil that has been placed on the Capped Yard.
- Dispose of the excavated soil at an appropriate, permitted offsite landfill in accordance with applicable rules and regulations.
- Completely restore each of the backyards, including but not limited to, replacement of the landscaping, concrete, and fencing in each backyard. These activities will be conducted in accordance with prior agreements between each of the property owners and the Group.
- After backfilling and final grading are complete, temporary berms will be constructed of earth or hay bales with plastic sheeting to minimize the potential for surface water runoff from the adjoining Vacant Lot or Capped Yard to affect the newly placed fill in the residential backyards.

EXHIBIT C

The anticipated schedule for implementation of the removal action, contingent on weather conditions, is as follows:

Activity	Days After Completion of Prior Task
Collect and Analyze Soil Profile Samples	7 days after NTP
Site Preparation*	1 day
Clear & Grub**	3 days
Excavation of Upper 2 Feet of Soil	3 days
Installation of Shoring on southwest side of 7.5-foot deep excavation	1 day
Excavation of Deeper Soil	3 days
Off-hauling of Soil	6 days
Backfilling and Compaction	3 days
Removal of Shoring	1 day
Restoration of Backyards	5 - 10 days***

*Start date will be after all of the following are in place: DTSC approval of the RAW; receipt of excavation permits from the City (including timing constraints required by permits); finalization of access agreements from property owners (including owner of former Bay Area Drum site); finalization of contractor and subcontractor contracts; scheduling of equipment and labor; and receipt of analytical laboratory results for soil profile results after Notice to Proceed (NTP).

**Removal of fences, weeds/plants, concrete etc.

***Actual amount of time will depend on the specific requirements for each backyard.

EXHIBIT D

7.0 REMEDIAL ACTION SUMMARY

This section presents the rationale for selection of the preferred remedial action alternatives for soil and groundwater, descriptions of the selected remedy, and a proposed implementation schedule. The Administrative Record for the Facility contains all documents that were relied on or considered when selecting the remedial action alternative. The Administrative Record is at the DTSC offices in Berkeley and is available for review during normal business hours. A list of documents that comprise the Administrative Record is presented as Appendix F.

7.1 Selection of Remedial Action Alternatives

The following sections describe the evaluation of remedial action alternatives for soil and groundwater using the criteria presented in Section 6.1. Table 7 presents a comparative analysis of the soil and groundwater remedial alternatives.

7.1.1 Rationale for Selection of Preferred Soil Remedial Action Alternative

Alternative 3, Soil Excavation to Residential (Unrestricted) Standards and Offsite Disposal, is selected as the preferred cleanup action for soil. The selection process and comparison of the soil remedial alternatives are presented below. The remedial action alternatives for impacted soil at the Site were evaluated and compared using the criteria described in Section 6.1. The anticipated excavation limits used for this evaluation are shown on Plates 5 and 6 for Soil Alternative 2 and 3, respectively.

Alternative 1 is implementable and has no associated cost. However, it is not effective because it does not protect human health and the environment nor does it comply with the applicable or relevant and appropriate requirements. Therefore, Alternative 1 was not selected.

Alternatives 2 and 3 are effective, implementable, and cost-effective. Both alternatives address potential impacts to surface water. Alternative 2 removes "hot spot" soils to protect the underlying groundwater, and prevents contact between surface water and impacted soil by isolating the impacted soil beneath a cap. Alternative 3 prevents contact by removing the impacted soil and replacing the soil with clean, imported soil. Although Alternative 3 presents some short-term challenges during the implementation phase, it provides for safe future residential (unrestricted) use of both the Facility and the Vacant Lot. Long-term exposure will be eliminated by the removal of the impacted soil. Alternative 3 uses conventional construction equipment that is readily available. This alternative provides for overall

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LST:lk/LK55154-1212
March 14, 2000

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46

EXHIBIT D

protection of human health and the environment and, in terms of the Site itself, excavation and offsite disposal would reduce the volume of chemicals. Controlled conditions or stabilization/treatment at appropriate offsite landfills would serve to reduce the ultimate mobility of these chemicals. The following table presents a cost comparison of the three soil alternatives:

Soil Alternative	Estimated Cost
<u>Alternative 1:</u> No Action	\$0
<u>Alternative 2:</u> "Hot Spot" Soil Removal, Capping, and Institutional Controls for the Facility, and Excavation and Offsite Disposal for the Vacant Lot	\$975,000
<u>Alternative 3:</u> Soil Excavation to Residential Target Excavation Goals and Offsite Disposal	\$1,900,000

Accuracy of the estimates is +50/-30 percent and are based on the assumptions stated in Appendix E.

In summary, Alternative 3 is the preferred soil alternative because:

- It will allow for future residential (unrestricted) use of both the Facility and the Vacant Lot. The Vacant Lot is zoned for single-family residences and is, therefore, being remediated to residential (unrestricted) standards. The Facility (i.e., the property at 1212 Thomas Avenue), although zoned light industrial (M-1), is also being remediated to residential (unrestricted) standards to provide the maximum potential reuse for the property, to be consistent with State Water Resources Control Board Resolution 92-49.
- It eliminates long-term operation and maintenance requirements for soil at both the Facility and the Vacant Lot.
- It removes soil containing elevated concentrations of chemicals.
- It is readily implementable with appropriate health and safety procedures. For example, trucks transporting excavated soil will be routed away from residential areas via a designated truck route.

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LST:lk/LK55154-1212
March 14, 2000

Harding Lawson Associates

47

EXHIBIT D

- It does not require specialized equipment.

7.1.2 Rationale for Selection of Preferred Groundwater Remedial Action Alternative

Groundwater Remedial Alternative 3, Enhanced Monitored Natural Attenuation, is selected as the preferred remedy for groundwater. The selection process and comparison of the alternatives is presented below.

Groundwater Alternative 1, No Action, is implementable, and has no associated cost. However, it results in uncertain protection of human health and the environment, and is anticipated to have a lower level of acceptance by the regulators and the community. Although the natural degradation of volatile organic compounds would continue to occur under Alternative 1, no monitoring would be conducted to confirm that natural attenuation sufficiently reduces groundwater chemical concentrations or that recontamination does not occur. Therefore, groundwater Alternative 1 was not selected.

Both groundwater Alternatives 2 and 3, Monitored Natural Attenuation and Enhanced Monitored Natural Attenuation, respectively, are protective of human health and the environment, effective in the long term, and implementable. Both alternatives have reasonable short-term effectiveness, and reduce toxicity, mobility, and/or volume of the contaminants.

Both alternatives are expected to meet applicable or relevant and appropriate requirements. In particular, the requirements of State Water Resources Control Board Resolution 92-49 are met by achieving source removal, verification of the stability and continued decrease in contaminant concentrations by implementation of an approved groundwater monitoring program, and establishment of appropriate mitigation measures (contingency plan) should contaminant concentrations exceed applicable water quality criteria (i.e., groundwater restoration values listed in Table 6). Available data for the Site indicate that natural attenuation has reduced volatile organic compound concentrations in groundwater by well over a factor of ten in approximately ten years. This continued trend of decreasing concentrations and biodegradation of these volatile compounds will be enhanced by the addition of compounds that will promote an increased rate of degradation. This will reduce the overall time it takes to reach the groundwater restoration goals and the time period for groundwater monitoring. The following table presents a cost comparison of the three groundwater alternatives:

Draft

LST:lk/LK55154-1212
March 14, 2000

Harding Lawson Associates

48

EXHIBIT D

Groundwater Alternative	Estimated Cost*
Alternative 1: No Action	\$0
Alternative 2: Monitored Natural Attenuation	\$531,000
Alternative 3: Enhanced Monitored Natural Attenuation	\$364,000

* Accuracy of the estimates is +50/-30 percent and is based on the feasibility study cost assumptions stated in Appendix E.

In summary, Alternative 3, Enhanced Monitored Natural Attenuation, is the preferred groundwater alternative because:

- It will achieve site-specific groundwater restoration goals and meet applicable or relevant and appropriate requirements through the destruction of chemicals in a time frame that is shorter than that of other alternatives.
- It will reduce the overall time frame necessary for groundwater monitoring
- It is readily implementable
- It uses readily available equipment
- It does not limit the future use of the property at 1212 Thomas Avenue and provides additional potential reuse options without unnecessary exposure to harmful chemicals.

7.2 Description of Selected Soil and Groundwater Alternatives

Implementation of soil Alternative 3 and groundwater Alternative 3 will consist of the following:

Preparation Arrangements

- Notify local authorities and agencies, as necessary.
- Notify and coordinate with the affected owners of nearby properties, as necessary.
- Prepare *Remedial Design and Implementation Plan* (remediation plans and specifications including shoring design, health and safety plan, air monitoring plan, transportation plan, implementation plan for the natural attenuation enhancement) and develop construction approach to sequence the fieldwork efficiently. The *Remedial Design and Implementation Plan* will be submitted to the DTSC

Draft

LST:IK/LK55154-1212
March 14, 2000

Harding Lawson Associates

49

EXHIBIT D

for review and approval. Air action levels that are protective of workers and nearby residents will be developed and presented in the *Health and Safety Plan* and *Air Monitoring Plan*. In addition, these plans will describe the air monitoring program that will be conducted during work activities and will identify the response actions to be taken if the action levels are exceeded. A brief description of the conceptual approach for air monitoring is included as Appendix G. Plans and specifications will comply with local, state, and federal requirements, as applicable.

- Prepare a groundwater monitoring and contingency plan (also called *Operations and Maintenance Plan for Groundwater*). This plan may include the following elements:
 - Semiannual monitoring and reporting for monitoring wells.
 - Groundwater samples and quality assurance/quality control samples will be analyzed for volatile organic compounds and total petroleum hydrocarbons as gasoline, diesel fuel, and motor oil. In addition, groundwater samples from selected wells will be analyzed for natural attenuation parameters (see Appendix E).
- Confirm the designated route for trucks transporting soil such that trucks are routed away from residential areas and follow established truck routes. A *Transportation Plan* is included as Appendix L.
- Evaluate and contract with necessary subcontractors, including appropriate disposal facilities.
- Obtain the necessary permits and access agreements. Compliance with San Francisco Planning Commission Resolution No. 14861 will likely require a variance and/or Conditional Use Authorization prior to preparation of the remedial design.
- Provide security during non-work hours.

Preparatory Fieldwork

- Remove equipment (cars, construction equipment) from Facility and Vacant Lot, as needed.
- Remove sections of existing fencing, as needed; install temporary fencing and gates.
- Set up onsite temporary construction trailer, including additional power poles as needed.

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LST:IK/LK55154-1212
March 14, 2000

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50

EXHIBIT D

- Set up decontamination facility for waste, equipment, and personnel. Establish exclusion zone, decontamination zone, and support zone in accordance with health and safety plan. Decontamination facility and health and safety requirements will be relocated as necessary during construction.
- Collect additional samples, if needed, for profiling soil for disposal to facilitate direct loading and offsite disposal of soil to the appropriate disposal facility.
- Install signs designating areas where trucks enter and leave the construction site.
- Set up site survey controls and stake excavation limits.
- Obtain permits and abandon four existing monitoring wells in the Vacant Lot (DMMW-1, DMMW-2, DMMW-3, and B-202) and five existing wells adjacent to the Capped Yard (B-28, B-203, B-25, B-26, and B-204). These wells are shown on Plate E1.
- Set up air monitoring stations, meteorological station etc. Conduct background air monitoring as required by the Air Monitoring Plan. The anticipated perimeter air sampling program is described in Appendix G.
- Set up erosion control measures (e.g., silt fence, hay bales, water truck) to be used during construction.
- Decontaminate, demolish, and off-haul existing debris, structures (e.g., building, foundations, and floors), underground storage tank, and associated piping and utilities, if any. Wipe and debris samples were collected during remedial investigation activities; these data are presented in Appendix D. The concrete will be decontaminated prior to demolition. After removal, concrete pieces will be brushed off to remove soil. Demolition material will be placed in bins for offsite disposal and the contents will be removed once determined to be clean. As needed, collect and evaluate qualitative data provided by analysis of wipe samples. It is anticipated that these wipe samples will be analyzed for volatile organic compounds, petroleum hydrocarbons, pesticides, metals, and PCBs, depending on the area sampled. Asphalt from the Capped Yard will be demolished and placed in bins for offsite disposal.
- If necessary, soil sampling may be conducted to obtain data to pre-profile the excavated soil for disposal.

- Arrange for source of clean soil to be used to backfill the excavations. Soil will be from a single source area and will be set aside at the vendor's yard. The soil will be maintained separately for use at the Site. Samples of the soil will be collected and analyzed for volatile organic compounds (Method 8260B), semi-volatile organic compounds (Method 8270C), petroleum hydrocarbons (Method 8015B), Title 22 metals (Method 6010C plus 7471A for mercury, 8081A), and pesticides/PCBs (Method 8082). Other, untested soil will not be mixed in with this soil.

Remediation Fieldwork

- Excavate soil in accordance with approved plan. To maintain stability of nearby buildings, sidewalls will be sloped or shoring (sheet piles) will be installed as close as possible to the structures that will remain.
- Excavation activities will be staged depending on the areal and vertical extent of soils to be removed. Sampling and analysis for disposal profiling and offsite disposal will be conducted as needed prior to or during the excavation activities.
- As soil is excavated, it will be directly loaded into trucks, transported, and disposed of at appropriate permitted landfills in accordance with applicable rules and regulations. As mentioned, samples to facilitate profiling for disposal may be collected. Treatment, if needed, will be conducted at the landfill. The Transportation Plan is presented as Appendix L.
- Basic dust control measures will be implemented and are anticipated to include the following:
 - Watering active construction areas as necessary
 - Load beds containing soil, sand, or other loose material will be covered.
 - Tires on exiting trucks will be dry-brushed to remove excess dirt. Excavation activities will be staged to minimize truck traffic over unremediated soil. If necessary, wheel washers or similar equipment will be used.
 - If unacceptable amounts of visible soil material from the Site are present, street areas adjacent to the Site will be cleaned using water sweepers or similar equipment.
 - As necessary, excavation areas may be limited or activities may be suspended if air monitoring results indicate action levels have been exceeded.

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LST:jk/LK55154-1212
March 14, 2000

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52

EXHIBIT D

- Collect confirmation soil samples at limits of excavation. Attainment of cleanup goals will be based on statistical evaluation of data from confirmation soil samples. The approach used will be similar to that used in the *Supplemental Risk Assessment* and in developing target excavation goals. Based on historical sampling, confirmatory samples will be analyzed for one or more of the following:
 - PCBs
 - Lead
 - Mercury
 - Antimony
- Survey depths and locations of the excavations to provide input for “as-built” drawings.
- Fill the excavations with clean, imported soil that has been tested¹. The imported soil will be compacted and graded in accordance with the plans and specifications.
- Restore the areas to appropriate elevations and hydroseed.
- Return stored vehicles to Vacant Lot and replace fences.
- Install new groundwater monitoring well to be used in groundwater monitoring program with existing wells.
- Implement baseline groundwater monitoring based on groundwater monitoring program to be developed during remedial design. Timing of this sampling will be dependent on the schedule to be developed and progress of the soil remediation activities. It is anticipated that 16 monitoring wells will be sampled and analyzed for volatile organic compounds, petroleum hydrocarbons, and natural attenuation parameters (see Table E6, Appendix E).
- Place oxygen-releasing compound into the subsurface at locations selected during remedial design. Plate E1 in Appendix E shows possible locations based on the extent of vinyl chloride detected in groundwater. It is anticipated that direct-push drilling equipment will be used to place the oxygen-releasing compound directly into the saturated zone. Progress will be monitored in accordance with the aforementioned monitoring plan to estimate the degradation rate and assess the trend of chemical concentrations. As noted, this enhancement process assumes removal of the source soil.

As mentioned, the activities outlined above are conceptual in nature and details (e.g., excavation limits, slopes, shoring design) may change during the remediation design phase. However, such changes will be

consistent with this *Feasibility Study and Remedial Action Plan*. In addition to the excavation details, the remedial design will include the Health and Safety Plan, Air Monitoring Plan, Transportation Plan, and an implementation and groundwater monitoring plan for the enhancements to natural biodegradation.

7.3 Proposed Implementation Schedule

The anticipated schedule for implementation of the remedial action alternatives is presented below:

Activity	Anticipated Schedule (Number of Working Days after Preceding Task)
Preparation of <i>Remedial Design and Implementation Plan, Health and Safety Plan, Air Monitoring Plan, and Groundwater Operations and Maintenance Plan</i>	7 days after close of public comment period for <i>Draft Feasibility Study and Remedial Action Plan</i>
DTSC Approval of <i>Final Feasibility Study and Remedial Action Plan</i>	—
DTSC Approval of <i>Remedial Design and Implementation Plan, Health and Safety Plan, Air Monitoring Plan, and Groundwater Operations and Maintenance Plan</i>	—
Begin Remedial Action Implementation	14 days after DTSC Approval
Soil Remediation	62 days total
Mobilization/Site Setup	2 days
Pre-Construction Survey	3 days
Demolish Building	4 days
Break Out Asphalt and Concrete	2 days
Clear and Grub Vacant Lot	2 days
Excavate Building Area	4.5 days
Excavate Vacant Lot	3.5 days
Excavate Capped Yard (3 Depths)	15 days
Backfill Excavated Areas	23 days
Initiate Enhancements for Natural Biodegradation (Specific methods to be used to enhance natural biodegradation of Facility-related chemicals in the groundwater and the associated groundwater monitoring program will be determined during remedial design.)	7 days after completion of soil remediation activities
Completion of Final Remedial Action Implementation for Soil (anticipated submittal of completion report for soil and groundwater remediation)	60 days after completion of field activities
Monitoring and Reporting for Groundwater	Periodic, on schedule to be specified in groundwater monitoring plan that is to be developed during design.

EXHIBIT E

1 In the matter of:
2 1212 Thomas Avenue
3 San Francisco, California
4 and environs
5 (Bay Area Drum Site),
6 A Hazardous Waste Site

Docket No. _____

OPERATION MONITORING AND
MAINTENANCE AGREEMENT

Health and Safety Code
Section 25355.5(a)(1)(C)

7 This Operation Monitoring and Maintenance Agreement ("Agreement") is made and
8 entered into by and between the State of California Department of Toxic Substances Control
9 ("Department"), on the one hand, and the following parties (hereafter referred to collectively as
10 "Respondents"), on the other:

11 AEROJET-GENERAL CORPORATION;
12 ALTERNATIVE MATERIALS TECHNOLOGY, INCORPORATED (for U.S. CELLULOSE);
13 ASHLAND, INC. (sued herein as ASHLAND CHEMICAL, INCORPORATED);
14 CHEMCENTRAL CORPORATION;
15 CHEVRON U.S.A., INCORPORATED;
16 COURTAULDS COATINGS, INCORPORATED (for INTERNATIONAL PAINT
17 COMPANY);
18 DELTA AIR LINES, INCORPORATED;
19 DORSETT & JACKSON, INCORPORATED;
20 THE DOW CHEMICAL COMPANY;
21 E.I. DuPONT de NEMOURS & CO., INCORPORATED;
22 EUREKA CHEMICAL COMPANY;
23 EUREKA FLUID WORKS;
24 FORD MOTOR COMPANY;
25 GENERAL MOTORS CORPORATION;
26 GREAT WESTERN CHEMICAL COMPANY;
27 HEWLETT-PACKARD COMPANY;
28 HONEYWELL INTERNATIONAL, INCORPORATED (successor to ALLIED-SIGNAL,
INCORPORATED);
INTER-STATE OIL COMPANY;
INGERSOLL-RAND COMPANY (for SCHLAGE LOCK COMPANY);
INTEL CORPORATION;
INTERNATIONAL PAPER COMPANY (for STECHER-TRAUNG-SCHMIDT);
KAISER ALUMINUM & CHEMICAL CORPORATION;
LITTON ELECTRON DEVICES (a division of LITTON SYSTEMS, INCORPORATED);
LOCKHEED MARTIN CORPORATION (successor to LOCKHEED MISSILES & SPACE
COMPANY, INCORPORATED);
MAXUS ENERGY CORPORATION (for OCCIDENTAL CHEMICAL CORPORATION,
successor to DIAMOND SHAMROCK CHEMICALS COMPANY, f.k.a. DIAMOND
SHAMROCK CORPORATION);
McKESSON HBOC, INCORPORATED;
MONSANTO COMPANY;
NI INDUSTRIES, INCORPORATED;
NL INDUSTRIES, INCORPORATED;
THE O'BRIEN CORPORATION (for FULLER-O'BRIEN PAINTS);
OLYMPIAN OIL COMPANY;

1 OWENS-ILLINOIS, INCORPORATED;
2 PACIFIC GAS & ELECTRIC COMPANY;
3 PENNZOIL-QUAKER STATE COMPANY;
4 PUREGRO COMPANY;
5 REDDING PETROLEUM, INCORPORATED;
6 REDWOOD OIL COMPANY;
7 REICHOLD CHEMICALS, INCORPORATED;
8 REYNOLDS METALS COMPANY;
9 R. J. McGLENNON COMPANY, INCORPORATED;
10 ROCHESTER MIDLAND CORPORATION (for BYTECH CHEMICAL CORPORATION);
11 ROHM & HAAS COMPANY;
12 SANDOZ AGRO, INCORPORATED (for ZOECON CORPORATION);
13 SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT;
14 SEQUA CORPORATION (for GENERAL PRINTING INK, a division of SUN CHEMICAL);
15 SHELL OIL COMPANY;
16 SIMPSON COATINGS GROUP, INCORPORATED;
17 STANFORD UNIVERSITY;
18 THE STERO COMPANY;
19 SYNERGY PRODUCTION GROUP, INCORPORATED (d.b.a. HALEY JANITORIAL
20 SUPPLY CO., INCORPORATED and WESTERN CHEMICAL COMPANY);
21 SYNTEX (U.S.A.), INCORPORATED;
22 TAP PLASTICS, INCORPORATED;
23 TELEDYNE RYAN AERONAUTICAL, McCORMICK SELPH ORDNANCE UNIT (for
24 TELEDYNE McCORMICK SELPH);
25 TEXTRON, INCORPORATED;
26 TYCO ELECTRONICS CORPORATION (successor to RAYCHEM CORPORATION);
27 UNITED AIR LINES, INCORPORATED;
28 U.S. LIQUIDS, INCORPORATED (for ROMIC ENVIRONMENTAL TECHNOLOGIES
CORPORATION, successor to ROMIC CHEMICAL CORPORATION);
UNITECH TECHNOLOGIES CORPORATION;
UNIVERSITY OF CALIFORNIA;
UNOCAL CORPORATION (sued herein as UNION OIL COMPANY OF CALIFORNIA);
VAN WATERS & ROGERS INCORPORATED;
VOPAK DISTRIBUTION AMERICAS CORPORATION (f.k.a. UNIVAR CORPORATION);
W.R. GRACE & COMPANY; and
W.R. MEADOWS, INCORPORATED.

RECITALS:

21 A. The Department has filed a complaint (the "Complaint") in the United States
22 District Court for the Northern District of California (the "Court"), Case No. C 00-4796 PJH,
23 pursuant to the Comprehensive Environmental Response, Compensation and Liability Act
24 ("CERCLA"), 42 U.S.C. §§ 9601 et seq. The Complaint alleges that hazardous substances have
25 been released at and from 1212 Thomas Avenue, San Francisco, California (the "Bay Area Drum
26 Property" or "Property"). A legal description and a map of the Property are attached hereto as
27 Exhibit A, and are incorporated herein by this reference. As used in this Agreement, the "Bay
28 Area Drum Site" or "Site" shall refer to the Property, and to any place nearby the Property where

EXHIBIT E

1 hazardous substances released at or from the Property may have come to be deposited.

2 B. The Complaint names as defendants each of the Respondents, and alleges that
3 each of the Respondents sent hazardous substances, or is a successor to an entity that sent
4 hazardous substances, to the Property for treatment and/or disposal. The Complaint further
5 alleges that each of the Respondents is responsible under CERCLA for conducting
6 environmental removal and remedial activities in response to the release of hazardous substances
7 at the Site, and for reimbursing DTSC all of the costs it has incurred, and will incur in the future,
8 responding to the release of hazardous substances at the Site.

9 C. The Department has executed a Settlement Agreement and Consent Decree (the
10 "Consent Decree") with the Respondents. The Consent Decree was entered as a consent decree
11 of the Court on _____, 2001. Pursuant to the Consent Decree, the Respondents will
12 conduct certain remedial measures in response to the release of hazardous substances at the Site.
13 The Consent Decree specifically requires the Respondents to execute this Agreement, and to
14 perform the activities required by this Agreement. The Respondents, by entering into the
15 Consent Decree with the Department, agreed among other things to enter into this Agreement,
16 and to conduct the activities required by this Agreement, in consideration for the Department's
17 covenant not to sue effected by the Consent Decree.

18 D. The Consent Decree also requires the Respondents, among other things, to
19 implement the Feasibility Study and Remedial Action Plan ("FS/RAP") for the Site approved by
20 the Department on August 14, 2000. The FS/RAP provides, among other things, for the removal
21 of hazardous substance-contaminated soils from the Site. The FS/RAP further provides, among
22 other things, for the placement of oxygen-releasing compounds into the ground water beneath the
23 Site, in order to enhance the natural biological remediation of the hazardous substances in that
24 ground water.

25 Pursuant to the Consent Decree, and in partial consideration of the agreement that
26 constitutes the Consent Decree, the Department and the Respondents agree as follows:

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1 AGREEMENT

2 1.0 Required Activities.

3 1.1 Implementation of Operations and Maintenance Plan For Ground Water.

4 Respondents shall implement the Operations and Maintenance Plan For Ground Water (the
5 "Plan") approved by the Department for the Bay Area Drum Site. A copy of the Plan is attached
6 to this Agreement as Exhibit B, and is incorporated into this Agreement by this reference.

7 Pursuant to the Plan, the Respondents shall operate a ground water monitoring system for the
8 Site. The Respondents shall leave the Site ground water monitoring system in place, and shall
9 continue to operate that ground water monitoring system in compliance with the Plan, until and
10 except to the extent that the Department authorizes Respondents in writing to discontinue, move
11 or modify that ground water monitoring system.

12 1.2 Modification or Discontinuation of Site Ground Water Monitoring

13 System. Respondents shall give written notice to the Department at least sixty (60) days in
14 advance of the date of any proposed modification, discontinuation or other disruption of the Site
15 ground water monitoring system. That notice shall be sent by certified mail to the Department at
16 the address set forth in paragraph 6.0 of this Agreement. The written notice to the Department
17 shall include a detailed description of, a map showing the exact location of, and the reasons for
18 the proposed modification, disruption or discontinuation.

19 1.3 Environmental Monitoring. Respondents shall comply with any
20 monitoring requirements for the Site imposed by other government agencies.

21 1.4 Implementation of Contingency Plan. The Plan includes a contingency
22 plan providing for the conduct of further ground water monitoring and/or remedial activities at
23 the Site, in the event that the ground water monitoring conducted by the Respondents at the Site
24 pursuant to the Plan indicates that any hazardous substances released at or from the Property and
25 present in the ground water beneath the Site are continuing to migrate, or are significantly
26 increasing in concentration. In that event, Respondents shall implement that contingency plan.

27 1.5 Semi-annual Summary Reports. On a semi-annual basis, Respondents
28 shall submit to the Department a Semi-annual Summary Report of the activities they conduct

pursuant to the provisions of this Agreement. The report must be received by the Department by the thirty-first (31st) day of the first month after each half-year ends and shall describe:

- a) Specific actions taken by or on behalf of Respondents during the previous half-year;
- b) Actions expected to be undertaken during the current half-year;
- c) All planned activities for the following half-year;
- d) Any requirements under this Agreement that were not completed;
- e) Any problems or anticipated problems in complying with this Agreement; and
- f) All results of sample analyses, tests, and other data generated under the Agreement, and any significant findings from these data.

1.6 Five-Year Review. Respondents shall review and reevaluate the remedial action conducted for the ground water contamination beneath the Site after a period of five (5) years from the initial placement of oxygen-releasing compounds into the ground water beneath the Site, pursuant to the Consent Decree and the FS/RAP, and every five (5) years thereafter. Respondents' obligation to review and reevaluate that remedial action every five (5) years shall cease upon the Department's issuance of a No Further Action letter for the ground water contamination beneath the Site. Respondents shall conduct any review and reevaluation required by this section pursuant to section 121 of CERCLA, 42 U.S.C. § 9621. Ninety (90) calendar days prior to the end of a 5-year period, Respondents shall submit a remedial action review work plan to the Department for review and approval. Within sixty (60) days of the Department's approval of the work plan, Respondents shall implement the work plan and shall submit a comprehensive report of the results of the remedial action review. The report shall describe the results of all sample analyses, tests and other data generated or received by Respondents and evaluate the adequacy of the implemented remedy in protecting public health, safety and the environment.

2.0 Obligations of the Department. The Department agrees to review and oversee the measures to be performed by Respondents pursuant to this Agreement.

1 3.0 Project Coordinator. Within five (5) calendar days of the date this Agreement is
2 signed by the Department, the Respondents shall designate a Project Coordinator by notifying
3 the Department of the name and address of the Project Coordinator they have selected. The
4 responsibilities of Respondents' Project Coordinator will be to receive all notices, comments,
5 approvals and other communications from the Department, and to submit all notices and other
6 communications to the Department. Respondents promptly shall notify the Department of any
7 change in the identity or address of the Project Coordinator.

8 4.0 Project Engineer. The work performed by the Respondents pursuant to this
9 Agreement shall be under the direction and supervision of a qualified professional engineer,
10 licensed in the State of California, with expertise in hazardous substance site cleanup. Within
11 five (5) calendar days of the date this Agreement is signed by the Department, Respondents shall
12 submit: a) The name and address of the professional engineer ("Project Engineer") chosen by the
13 Respondents to direct and supervise the work to be performed by the Respondents pursuant to
14 this Agreement; and b) in order to demonstrate the Project Engineer's expertise in hazardous
15 substance cleanup, the resume of the Project Engineer, and the statement of qualifications of any
16 consulting firm responsible for that work. Respondents promptly shall notify the Department of
17 any change in the identity or address of the Project Engineer.

18 5.0 Quality Control/Quality Assurance ("QC/QA"). All sampling and analyses
19 conducted by Respondents pursuant to this Agreement shall be performed in accordance with
20 QC/QA procedures submitted by Respondents and approved by the Department pursuant to this
21 Agreement.

22 6.0 Submittals. All submittals and notifications from Respondents that are required
23 by this Agreement shall be sent in duplicate to:

24 Barbara J. Cook, P.E., Chief
25 Northern California - Coastal Cleanup Operations Branch
26 Department of Toxic Substances Control
27 700 Heinz Avenue, Suite 200
28 Berkeley, California 94710
 Attn: BAY AREA DRUM SITE PROJECT
 MANAGER

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1 Copies shall be sent simultaneously to:

2 Steve Morse
3 Assistant Executive Officer
4 Regional Water Quality Control Board
1515 Clay Street, 14th Floor
Oakland, California 94612

5 Dr. Rajiv Bhatia
6 Medical Director, Bureau of Environmental Health
7 San Francisco Department of Public Health
1390 Market Street, Suite 822
San Francisco, California 94102

8 7.0 Communications. All approvals and decisions of the Department made regarding
9 Respondents' submittals and notifications shall be communicated to Respondents in writing by
10 the Northern California-Coastal Cleanup Operations Branch Chief, Department of Toxic
11 Substances Control, or his/her designee. Confirmation of a designation shall be provided in
12 writing by the Department in order to validate any approvals or decisions made by a Branch
13 Chief's designee. No informal advice, guidance, suggestions or comments by the Department
14 regarding reports, plans, specifications, schedules or any other documents sent to the Department
15 by the Respondents shall be construed to relieve Respondents of their obligation to obtain such
16 formal approvals as may be required.

17 8.0 Department Review and Approval.

18 8.1 If the Department determines that any report, plan, schedule or other
19 document submitted by the Respondents to the Department for approval pursuant to this
20 Agreement fails to comply with this Agreement, or fails to protect public health or safety or the
21 environment, the Department may: (a) with Respondents' agreement, modify the document as
22 deemed necessary and approve the document as modified; or (b) return comments to
23 Respondents with recommended changes and a date by which Respondents must submit to the
24 Department a revised document incorporating the recommended changes.

25 8.2 Any modifications, comments or other directives issued pursuant to
26 section 8.1 above shall be deemed incorporated into this Agreement. Any noncompliance with
27 these modifications or directives shall be deemed a failure or refusal to comply with this
28 Agreement.

1 9.0 Stop Work Order. In the event that the Department determines that any activity
2 (whether or not pursued in compliance with this Agreement) may pose an imminent or
3 substantial endangerment to the health or safety of people on the Site, or in the surrounding area,
4 or to the environment, the Department may order Respondents to stop further implementation of
5 this Agreement for the period of time needed to abate the endangerment. In the event that the
6 Department determines that any activity (whether or not pursued in compliance with this
7 Agreement) is proceeding without Department authorization, the Department may order
8 Respondents to stop further implementation of this Agreement, or further conduct of the activity,
9 for the period of time needed to obtain Department authorization, if such authorization is
10 appropriate. Any deadline in this Agreement directly affected by a Stop Work Order, under this
11 section, shall be extended for the term of the Stop Work Order.

12 10.0 Department Required Modifications. The Department may require modification,
13 or replacement of, or additions to, Site ground water monitoring facilities, if those ground water
14 monitoring facilities are not achieving the objectives for those facilities set forth in the FS/RAP
15 or in the Plan. The Department may require additional ground water monitoring facility
16 evaluations and designs, and the construction and operation of new or additional ground water
17 monitoring facilities, in order to achieve the ground water monitoring objectives set forth in the
18 FS/RAP or in the Plan.

19 11.0 Compliance With Applicable Laws. Respondents shall carry out this Agreement
20 in compliance with all applicable local, state, and federal requirements, including, but not limited
21 to, requirements to obtain permits and to assure worker safety.

22 12.0 Effect of Agreement on Consent Decree. Nothing in this Agreement is intended,
23 or shall be construed, to modify or affect any covenant not to sue or any reservation of rights,
24 claims, causes of action or defenses set forth in the Consent Decree.

25 13.0 Access to Laboratories. In any contract concluded by the Respondents for the
26 laboratory analysis of Site samples collected pursuant to this Agreement, the Respondents shall
27 include a provision affording the Department access to that laboratory at all reasonable times for
28 purposes including, but not limited to, evaluating the procedures used by the laboratory to

1 analyze those samples. Nothing in this section is intended or shall be construed to limit in any
2 way any right of entry or inspection that the Department, or any other government agency, may
3 otherwise have by operation of law.

4 14.0 Sampling, Data and Document Availability. Respondents shall permit the
5 Department and its authorized representatives to inspect and copy all sampling, testing,
6 monitoring or other data generated by Respondents or on Respondents' behalf in any way
7 pertaining to work undertaken pursuant to this Agreement. Respondents shall submit all such
8 data upon the request of the Department. Respondents shall inform the Department at least seven
9 (7) days in advance of all field sampling conducted pursuant to this Agreement, and shall allow
10 the Department and its authorized representatives to take duplicates of any samples collected by
11 Respondents pursuant to this Agreement. Respondents shall maintain a central repository of the
12 data, reports, and other documents prepared pursuant to this Agreement.

13 15.0 Record Retention. All data, reports and other documents prepared pursuant to this
14 Agreement shall be preserved by Respondents for a minimum of five (5) years after the
15 conclusion of all activities conducted pursuant to this Agreement. If the Department requests
16 that some or all of these documents be preserved for a longer period of time, Respondents shall
17 either comply with that request or deliver the documents to the Department, or permit the
18 Department to copy the documents prior to destruction. Respondents shall notify the Department
19 in writing at least six (6) months prior to destroying any documents prepared pursuant to this
20 Agreement.

21 16.0 Government Liabilities. The State of California shall not be liable for any injuries
22 or damages to persons or property resulting from any act or omission by any Respondent, or its
23 officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors or
24 assigns, including but not limited to individuals, partners, and subsidiary and parent corporations,
25 in carrying out activities pursuant to this Agreement, nor shall the State of California be held as a
26 party to any contract entered into by any Respondent, or any Respondent's agent, in carrying out
27 activities pursuant to this Agreement.

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1 17.0 Extension Requests. If Respondents are unable to perform any activity or submit
2 any document within the time required by this Agreement, Respondents may, prior to expiration
3 of the time, request an extension of the time in writing. The extension request shall include a
4 justification for the delay. All such requests shall be in advance of the date on which the activity
5 or document is due.

6 18.0 Extension Approvals. If the Department determines that good cause exists for an
7 extension, requested by Respondents pursuant to section 17.0 above, it shall grant the
8 Respondents' request and specify a new schedule in writing. Respondents shall comply with the
9 new schedule, which shall be deemed incorporated in this Agreement.

10 19.0 Financial Assurance. Respondents must assure that sufficient monies are
11 available to implement the Plan and conduct the Five-Year Review required by section 1.6 of this
12 Agreement, in accordance with Title 22, California Code of Regulations section 66264.143(f), by
13 maintaining a corporate guarantee of the availability of those monies.

14 20.0 Severability. The requirements of this Agreement are severable, and Respondents
15 shall comply with each and every provision of this Agreement notwithstanding the effectiveness
16 of any other provision.

17 21.0 Incorporation of Plans, Schedules and Reports. Any plan, schedule, report,
18 specification or other document submitted by Respondents pursuant to this Agreement shall be
19 deemed incorporated in this Agreement upon the Department's approval of the document, or the
20 Department's approval of the document as modified pursuant to section 8.0 of this Agreement,
21 and shall be implemented by Respondents. Any noncompliance with any document incorporated
22 in this Agreement shall be deemed a failure or refusal to comply with this Agreement.

23 22.0 Modification and Termination. Respondents may, upon written request, seek
24 modification or termination of this Agreement at any time. This Agreement may be modified or
25 terminated by written agreement of the Department and the Respondents at any time. Nothing in
26 this section is intended or shall be construed to affect the Department's right to modify
27 documents submitted by the Respondents pursuant to this Agreement, as set forth in section 8.0
28 of this Agreement.

1 23.0 Time Periods. Unless otherwise specified, time periods begin from the effective
2 date of this Agreement and "days" means calendar days. The effective date of this Agreement is
3 the date the Agreement is signed by the Department.

4 24.0 Parties Bound: This Agreement applies to and is binding upon Respondents and
5 their officers, directors, agents, employees, contractors, consultants, receivers, trustees,
6 successors and assigns, including but not limited to individuals, partners, and subsidiary and
7 parent corporations, and upon any successor agency of the Department that may have
8 responsibility for and jurisdiction over the subject matter of this Agreement.

9 25.0 Representative Authority. Each undersigned representative of the parties to this
10 Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this
11 Agreement and to execute and legally bind the parties to this Agreement.

12
13 Signed on the ____ day of _____, 2001.

14
15 _____
16 Barbara J. Cook, P.E., Chief
17 Northern California - Coastal Cleanup Operations Branch
18 Department of Toxic Substances Control

19 We acknowledge receipt of the foregoing Agreement and consent to its terms and conditions on
20 behalf of the Respondents:

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HELLER, EHRMAN, WHITE & McAULIFFE

[DATE]

By: _____
Nicholas W. van Aelstyn

Attorneys for Respondents

\\A\\FENLEY\James\BAD\BAD.OMMA.wpd